

# OMISSION

Pages 3311 - 4176


A. Ruth Baker

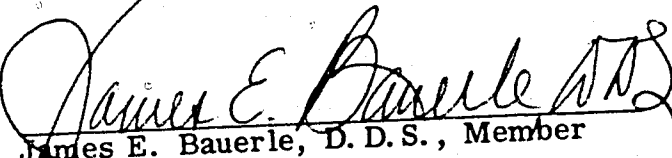
SIGNATURE OF OPERATOR

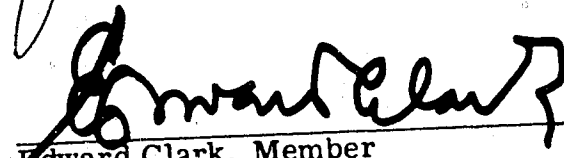
We, the undersigned members of the Board of Regents of The University of Texas System, hereby ratify and approve all actions taken at this meeting (April 28, 1975) to be reflected in the Minutes.

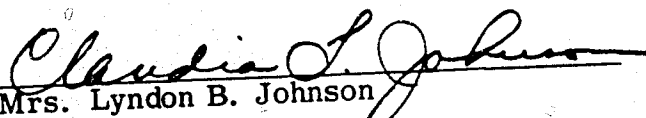
Signed this the 28th day of April, 1975, A. D.

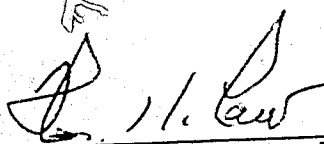
  
Allan Shivers, Chairman

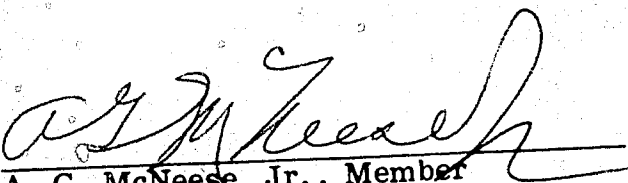
  
Dan C. Williams, Vice-Chairman

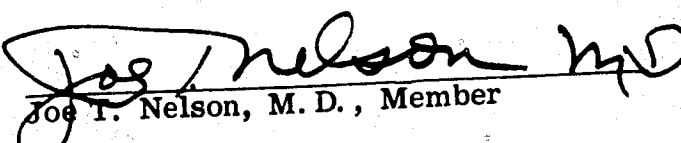
  
James E. Bauerle, D. D. S., Member

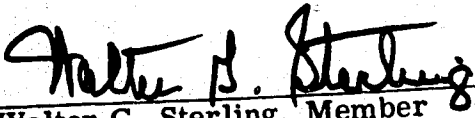
  
Edward Clark, Member

  
Mrs. Lyndon B. Johnson

  
Thos. H. Law, Member

  
A. G. McNeese, Jr., Member

  
Joe T. Nelson, M. D., Member

  
Walter G. Sterling, Member

Meeting No. 732

THE MINUTES OF THE BOARD OF REGENTS

OF

THE UNIVERSITY OF TEXAS SYSTEM

Pages 1 - 93

April 28, 1975

Dallas, Texas

4-28-75

## MEETING NO. 732

The regularly scheduled meeting of the Board of Regents of The University of Texas System convened on Monday, April 28, 1975, at 9:00 a. m. in the Student Lounge of the Student Union Building on the campus of the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas. Chairman Shivers called the meeting to order.

ATTENDANCE. --The following reflects the attendance at the meeting:

<u>Present</u>	<u>Absent</u>
Chairman Shivers, presiding	
Vice-Chairman Williams	
Regent Bauerle	
Regent Clark	
Regent (Mrs.) Johnson	
Regent Law	
Regent McNeese	
Regent Nelson	
Regent Sterling	
Secretary Thedford	
Chancellor LeMaistre	
Deputy Chancellor Walker	

(For the record, Regents Law, Sterling and Williams, who were appointed by Governor Briscoe on January 13, 1975, and who took their oaths of office on January 14, 1975, were confirmed by the Senate on March 20, 1975.)

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON MARCH 14, 1975. --As the first order of business, Chairman Shivers called for consideration of the minutes of the meeting of the Board of Regents held in Austin on March 14, 1975. The minutes of the meeting on March 14, 1975, were approved in the form circulated by Secretary Thedford upon motion of Regent Nelson, seconded by Regent Sterling. The official copy is in the Permanent Minutes, Volume XXII, beginning with Page 2775.

RECESS. --Chairman Shivers announced that the Board of Regents would stand recessed for the hearings of the various committees.

RECOGNITION OF MESSRS. GEORGE L. MacGREGOR, JAMES W. ASTON, JAMES W. KEAY, JOHN M. STEMMONS, ALFRED I. DAVIES, HARRY A. SHUFORD AND MRS. EVELYN WHITMAN (MEMBERS OF BOARD OF TRUSTEES OF SOUTHWESTERN MEDICAL FOUNDATION). --The Board of Trustees of the Southwestern Medical Foundation, which Foundation functions as the Development Board for The University of Texas Health Science Center at Dallas, was invited to appear before the Board of Regents. At 10:30 a. m. the Trustees arrived, and the Board of Regents reconvened as a Board.

At the request of Chairman Shivers, Mr. George L. MacGregor, Chairman, introduced the following Trustees:

Mr. James W. Aston, President  
 Mr. James W. Keay, Vice President and Treasurer  
 Mr. John M. Stemmons, Vice President  
 Mr. Alfred I. Davies, Vice President  
 Mr. Harry A. Shuford, Vice President  
 Mrs. Evelyn Whitman, Executive Secretary

Mr. James W. Aston, having been designated spokesman by Mr. MacGregor, reviewed in a delightful manner how in 1969 in the same room he had committed Southwestern Medical Foundation Trustees to campaign for \$7,500,000 to help finance the Phase I Building Program of the Dallas Southwestern Medical School. This commitment had been made in response to the then Board of Regents' Chairman, Frank C. Erwin, Jr., who said in order for the Dallas Southwestern Medical School to have space sufficient to increase its enrollment from 100 to 200, \$8,600,000 would be needed for construction in addition to U. T. funds and grant funds. This \$8,600,000 included the \$1,100,000 Southwestern Medical Foundation had already raised.

This commitment has been fulfilled; enrollment has been increased to 200, and the dream has been realized - Phase I Buildings were dedicated yesterday (Sunday, April 27, 1975).

Of the 1,600 individuals who contributed to the campaign, 59 of the contributors gave a total of \$7,800,000.

Speaking for the Trustees of Southwestern Medical Foundation, Mr. Aston concluded his remarks by saying, "We are grateful for what you have done and for the manner in which you have developed this program. We are proud of Charlie Sprague and his faculty and we are behind him 100%. Anything we can do to help, we hope you will let us know - even to the point of making another commitment."

**CHAIRMAN SHIVERS' RESPONSE; RESOLUTION OF APPRECIATION TO TRUSTEES OF SOUTHWESTERN MEDICAL FOUNDATION.** --In response to Mr. Aston's remarks, Chairman Shivers on behalf of the Board of Regents expressed gratitude and appreciation for the great contribution which Southwestern Medical Foundation had made toward the successful development of the Phase I Building Program of The University of Texas Health Science Center at Dallas. These facilities will inure to the benefit of countless thousands not only in this State but also throughout the nation. Chairman Shivers concluded his remarks with "We want to continue to merit your support."

Upon motion of Regent Sterling, seconded by Regent Nelson, it was:

**RESOLVED** by the Board of Regents of The University of Texas System, That lasting appreciation be expressed to the Board of Trustees of Southwestern Medical Foundation for its generous contributions to and continued interest in The University of Texas Health Science Center at Dallas.

**RECESS.** --At 10:50 a. m. the Board recessed for the Land and Investment Committee and the Committee of the Whole to conduct their meetings.

EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --Immediately following the Open Session of the Committee of the Whole, Chairman Shivers announced that the Board of Regents would meet in the adjacent room and convene as a Committee of the Whole in Executive Session pursuant to Article 6252-17, Section 2(e) of Vernon's Civil Statutes for:

U. T. Austin: Consideration of Contemplated Litigation Regarding a Personnel Matter

RECONVENE. --At 12 o'clock noon following the meeting of the Executive Session of the Committee of the Whole, the Board of Regents reconvened as the Board in the Student Lounge with the same attendance as at the earlier session to receive the reports of the committees.

#### REPORTS OF STANDING COMMITTEES

(With the exception of the Executive Session of the Committee of the Whole, all committees had met in open session in the Student Lounge of the Student Union Building, the same place at which the 9:00 a. m. session of the Board of Regents had been held.)

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 3-5). -- Vice-Chairman Williams, Chairman of the System Administration Committee, submitted the following Report of the System Administration Committee (Pages 3-5) and moved its adoption, stating that all matters in this report were considered in open session. The report was adopted by unanimous vote:

#### Report

In open session this morning, the System Administration Committee approved the following recommendations by the Administration which had been circulated to members of the System Administration Committee since its last meeting on March 14, 1975. These recommendations are now submitted in this report for formal approval by the Board of Regents:

System Administration, U. T. Arlington, U. T. Austin, Dallas Health Science Center and University Cancer Center (M. D. Anderson): Amendments to the 1974-75 Budgets (7-B-75). -- It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that the following amendments to the 1974-75 budgets for The University of Texas System Administration, The University of Texas at Arlington, The University of Texas at Austin, The University of Texas Health Science Center at Dallas and The University of Texas System Cancer Center (M. D. Anderson) be approved (Pages 3-5):

#### The University of Texas System Administration

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1. Available University Fund			
Transfer of Funds	From: Available University Fund Unappropriated Balance	To: Available University Fund - Unallocated Operating Account	
Amount of Transfer	\$ 75,000	\$ 75,000	---

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To provide source of funds for transfer to the following projects:

Board for Lease of University Lands - Interagency Contract with Attorney  
General's Office (\$24,500)

Viticulture Project - Midland Office (\$30,000)  
U. T. Austin - Balcones (\$18,000)

The University of Texas at Arlington

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
13. Telephone Service - Tex-An Transfer of Funds	From: Unappropriated Balance General Funds	To: Telephone Service - Tex-An	
Amount of Transfer	\$ 23,000	\$ 23,000	---
14. Intercollegiate Athletics - Baseball			
Transfer of Funds	From: Unappropriated Balance - Baseball - via Estimated Income	To: Baseball - Maintenance and Operation	
Amount of Transfer	\$ 335	\$ 335	---

The University of Texas at Austin

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
43. Eugene Wisdom (Tenure) Finance	Associate Professor	Associate Professor	
Salary Rate - 9 mos.	\$ 26,666	\$ 29,166	3/1/75
Source of Funds: Texas Life Insurance Association Grant			
44. Auxiliary Enterprises - U. T. Austin Student Publications			
Transfer of Funds	From: U. T. Austin Student Publications Un- appropriated Balance via Estimated Income	To: Budgeted Expenses - <u>The Daily Texan</u> - Wages \$ 1,000 Newsprint 2,000	
Amount of Transfer	\$ 3,000	\$ 3,000	---

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The University of Texas  
Health Science Center at Dallas

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
9. Auxiliary Enterprises - Student Health Service			
Transfer of Funds	From: Student Health Service Unappropriated Balance via Estimated Income	To: Student Health Service - Salaries \$ 12,432 Fringe Benefits <u>968</u>	
Amount of Transfer	\$ 13,400	\$ <u>13,400</u>	---

The University of Texas System Cancer Center

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
M. D. Anderson			
4. Christine H. Granatek			
Developmental Therapeutics	Research Associate	Research Associate	
Salary Rate	\$ 12,768	\$ 15,000	3/1/75 <sup>o</sup>
Source of Funds: American Cancer Society Grant			



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REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 6 - 28 ). --Committee Chairman (Mrs.) Johnson filed the following Report of the Academic and Developmental Affairs Committee, stating that all items on the agenda were acted on except Item No. 5 and that all actions were taken in open session. She moved that the report be adopted. The motion prevailed by unanimous vote:

1. U. T. System: Chancellor's Docket No. 79 (Attachment No. 1). -- No exception to Chancellor's Docket No. 79 (Attachment No. 1) was received. The Docket was approved in the form distributed by Secretary Thedford and is attached (Attachment No. 1) following Page 93 and made a part of these Minutes.
2. U. T. Arlington: Fee for Photo Identification Card Increased. -- Upon the recommendation of President Nedderman, concurred in by Chancellor LeMaistre, the photo identification card fee for students, faculty and staff at The University of Texas at Arlington was increased to \$2 per year effective with the 1975 Fall semester. U. T. Arlington has had difficulty in getting I. D. cards promptly. This increase in the fee will enable President Nedderman to obtain the necessary equipment and have the cards prepared at U. T. Arlington, thereby providing better service to the students.
3. U. T. Austin: Rates for Residence Halls, Married Student Housing and Women's Cooperative Units for 1975-76 (Catalog Change). -- Based on an analysis of University housing rates, the increased costs during 1974-75 and the projected costs for the remainder of the fiscal year, President Rogers, joined by Chancellor LeMaistre, submitted proposed increased rates for residence halls, married student housing and women's cooperative units at The University of Texas at Austin to be effective with the Fall semester of 1975-76.

The proposed increase in the board and room rates (a) for residence halls is approximately 25%; (b) for University apartments and married student housing is approximately 10% in Gateway and the trailer park, 12% in Colorado, and 32% in Brackenridge - Deep Eddy apartments (larger increase in the Brackenridge - Deep Eddy apartments due to older facilities in need of repair); and (c) for the twelve women's co-ops is 17.2% in airconditioned units and 15% in non-airconditioned units to cover the increased administrative cost and operating expenses but approximately 19% increase to the individual student to cover all operating costs including food, administration, utilities, maintenance, bond payments and the rent of the buildings. In co-ops, the expenses vary according to the number of students participating or living therein.

A detailed analysis was received from President Rogers' office at the request of Regent Law, and it was noted that the increases in the expenses were greater than the increase (2% in the room and 3.8% in the board) in the rates that became effective September 1, 1974; that the increases are due to higher costs of utilities, staff salaries, raw food and general operating expenses and that these increases are comparable to those of off-campus housing.

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After having heard from Lyn Breeland, Vice President of the Students' Association at U. T. Austin, in opposition to the increase in rates and after the Regents had discussed the recommendation in depth, it became apparent there were no other alternatives but to approve the increases in rates as recommended.

Upon motion of Vice-Chairman Williams, seconded by Regent Nelson, the following rates as proposed were approved for 1975-76:

Rate Schedule for 1975-76

University Residence Halls

	<u>Long Session Rates</u>		
	<u>Room</u>	<u>Board</u>	<u>Total</u>
<u>Double Rooms</u>			
Jester	\$ 736	\$ 808	\$ 1544
Community Bath	880	808	1688
Connecting Bath			
	748	808	1556
Kinsolving-North			
Kinsolving-South & Blanton	602	808	1410
Andrews, Carothers & Littlefield	398	808	1206
Moore-Hill & Simkins	602		602
Brackenridge-Roberts- Prather	398		398

- a. These rates include a telephone in each room, weekly room cleaning, bed linens furnished and laundered and twenty meals per week where board is included.
- b. Payment procedures will be as during the 1974-75 fiscal year.

Other Rates

- a. Single room rate and double rented as a single -- 1-2/3 times the double rate
- b. Summer Session rates -- 1/3 of semester rate for each six-week term
- c. Guest rates:  
Overnight guests -- \$1.00 per night.

Meal Guests

Breakfast	\$1.30
Lunch	1.90
Dinner	2.25
Sunday Noon	2.60

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- d. Short-term, orientation and conference rates
- (1) Short-term rates are for individuals or small groups assigned in vacant areas in regular student space for short periods of a few days to several weeks. These rates include the student menu, blankets, bed linens and limited maid service.
  - (2) Orientation rates are used for incoming freshmen attending Summer Orientation assigned in space opened for these groups each summer. The rates include the student menu, blankets, bed linens and limited maid service.
  - (3) Conference rates are used for adult and youth groups assigned in space opened for specific conference use each summer. The rates include an expanded menu, towels, soap, blankets, bed linens, maid service and meeting rooms if desired.

	<u>Daily Rate Per Person</u>	<u>Weekly Rate Per Person</u>
<u>Short Term</u>		
Board	\$ 4.55	\$ 27.30
Double Room	4.50	27.00
	<u>\$ 9.05</u>	<u>\$ 54.30</u>
Single Room	\$ 5.90	\$ 35.40
<u>Orientation</u>		
Board	\$ 5.90	
Double Room	6.05	
	<u>\$ 11.95</u>	
Single Room	\$ 7.30	
<u>Conference</u>		
Board	\$ 7.90	
Double Room	9.10	
	<u>\$ 17.00</u>	
Single Room	\$ 11.65	

University Apartments - Married Student Housing

	<u>Monthly Rates</u>
Brackenridge - Deep Eddy (All units unfurnished)	
1 bedroom apartment	\$ 53
2 bedroom duplex	57
2 bedroom apartment	60
3 bedroom apartment	66
4 bedroom apartment	73
Trailer Park Lot	23
Colorado Apartments (Unfurnished)	
1 bedroom	99
2 bedroom	110
(Furnished)	
1 bedroom	110
2 bedroom	121
Gateway Apartments (Unfurnished)	
1 bedroom	114
2 bedroom	125
(Furnished)	
1 bedroom	125
2 bedroom	136

Rates for Brackenridge - Deep Eddy and Colorado Apartments include gas and water.

Rates for Trailer Park Lots and Gateway Apartments include water.

The student pays his electric bill in all units.

Student Housing Units - Women's Cooperatives

<u>Number of Students Per Co-Op</u>	<u>Rates</u>	
	<u>Bldg. Rent per Student</u>	<u>Monthly Rent Paid to University</u>
<u>Nonair-Cond.</u>		
16 (6 co-ops)	\$ 23 mo.	\$ 368
<u>Air-Cond.</u>		
17 (2 co-ops)	\$ 34 mo.	\$ 578
19 (4 co-ops)	\$ 34 mo.	\$ 646

It was ordered that the next catalog published at U. T. Austin be amended to conform to this authorization.

4. U. T. Austin: Prices for 1975 Football Tickets for (a) Student Tickets for Out-of-Town Non-Conference Games, (b) Oklahoma University Game, (c) Home Games, and (d) Knothole Tickets for Junior and Senior High School Students and Servicemen. -- Upon the recommendation of President Rogers and the Athletics Council, concurred in by Chancellor LeMaistre, the prices for football tickets for games involving The University of Texas at Austin were set as follows:
- a. Student tickets for all out-of-town non-conference games with the exception of the Oklahoma University game shall be sold at the established price.
  - b. Tickets for the Oklahoma University game played in Dallas shall be \$10 each. However, tickets for purchasers of faculty and student Men's Intercollegiate Athletics activity tickets shall be \$5 each.
  - c. Tickets for Home Games: (1) Reserved seats shall be \$7 each and (2) General Admission tickets shall be \$4 each.
  - d. Knothole tickets for junior and senior high school students and for servicemen for home games shall be \$2 each.
5. U. T. Austin (College of Pharmacy): Affiliation Agreement with Seton Medical Center, Austin, Texas, for Clinical Training of Pharmacy Students Not Considered. -- The proposed affiliation agreement between Seton Medical Center, Austin, Texas, and the Board of Regents of The University of Texas System on behalf of the College of Pharmacy of The University of Texas at Austin was passed over until the June meeting of the Board. The Director of the Law Office was requested to check the agreement very closely.
6. U. T. Dallas: Replacement of Charter and Bylaws for Graduate Student Congress with Constitution of Student Congress Effective Fall Semester of 1975. -- Based on the fact that The University of Texas at Dallas will have its first class of undergraduate students in the Fall of 1975, President Jordan recommended that the Charter and Bylaws for the Graduate Student Congress that was approved by the Board of Regents on April 24, 1973, be replaced with "The Constitution of the Student Congress of The University of Texas at Dallas" as set out on Pages 11-23.

The Constitution which had been reviewed by the Law Office and approved by Chancellor LeMaistre was adopted to be effective with the Fall semester of 1975.

The Constitution of  
the  
STUDENT CONGRESS  
of  
The University of Texas at Dallas

STATEMENT OF PURPOSE

It is the primary purpose of the Student Government of The University of Texas at Dallas, hereafter known as the Student Congress, to represent the corporate Student Body and provide a unified voice in student dealings with individuals and agencies outside of that body. This includes, but is not limited to, the following:

1. Representing those ideals, goals, and programs which are of general interest to the Student Body to the administration and other groups within and without the University structure.
2. Serving as a forum for the presentation of student interests and desires, determining which of these represents the opinions of a majority of the Student Body, and then acting as an agency to further the accomplishment of these goals.
3. Enhancing the intellectual life of the University, and ensuring that the opportunity is available for students to expose themselves to the widest possible range of contemporary thought and opinion.
4. Working with the administration and faculty to insure that adequate programs are provided to meet the students' needs for sports, recreation, and entertainment.
5. Advising the administration of student opinion of proposed University programs.

ARTICLE I

STUDENT CONGRESS

Subarticle A

Section 1. Composition

The Student Congress of The University of Texas at Dallas shall be composed of two representatives from each undergraduate

college and one representative from each graduate program area.

Section 2. Term of Office

The term of office for all undergraduate representatives shall extend from the first day of October until the last day of September the following year. Terms of office for graduate representatives shall be from the first day of May until the last day of April the following year. Vacancies occurring in the Student Congress shall be filled in accordance with Article VII of this Constitution.

Section 3. Assumption of Office

A term of office shall be from the meeting in which one takes office immediately following one's election until such time as that office is vacated either constitutionally, by resignation, or by removal from office.

Section 4. Other Representation

The President and Vice President of the Student Body of The University of Texas at Dallas shall serve on the Student Congress.

Subarticle B

Section 1. Presiding Officer

The President of the Student Body shall preside over all meetings of the Student Congress and may vote in the event of a tie vote. The Vice President of the Student Body shall preside over all meetings and/or portions of meetings in the absence of the President.

Section 2. Quorum

One-half plus one of the current membership of the Student Congress shall constitute a quorum. The presence of three-fourths of the current membership of the Student Congress shall be necessary to vote on proposed amendments to this Constitution.

Section 3. Meetings

The Student Congress shall hold regular meetings twice a

month during the long semesters, and once a month during summer sessions.

#### Subarticle C

##### Section 1. Staggered Terms

The terms of the Student Congress members shall be staggered in the following manner:

Seats allotted for undergraduate representation shall be filled by election in the fall, while those seats allotted for graduate representation shall be filled by election in the spring and in accordance with Article IV of this Constitution.

#### Subarticle D

##### Section 1. Director of Student Services

The Director of Student Services shall be the advisor of the Student Congress.

##### Section 2. Faculty Advisor

One (1) faculty advisor for the Student Congress may be recommended to be appointed by the President of the University and shall serve without vote for one (1) year.

### ARTICLE II

#### EXECUTIVE FUNCTION

##### Section 1. Executive Officers

The executive officers of the Student Congress shall be a President, a Vice President, a Secretary, a Treasurer, and a Parliamentarian, who shall fulfill the qualifications set forth in Article IV of this Constitution.

##### Section 2. Election of President and Vice President

The President and Vice President of the Student Government shall be chosen by an at-large election of the entire Student Body to be conducted in conjunction with the election of undergraduate student government representatives in the fall of each year.



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Section 3. Selection of Other Executive Officers

The offices of Secretary, Treasurer, and Parliamentarian of the Student Congress shall be filled by the Student Congress from among its membership. Selection shall be by a plurality of Student Congress members present and voting.

Section 4. Term of Office

(1) The term of office for the President and the Vice President shall correspond to the regular term of office of the undergraduate Student Government representatives.

(2) The term of office for the Secretary, Treasurer, and Parliamentarian shall correspond to each session of the Student Congress.

## ARTICLE III

## FUNCTIONS AND POWERS

## Subarticle A

Section 1. Legislative Power

The legislative power of the Student Body shall be vested in the Student Congress and shall be the highest level of elected Student Government of The University of Texas at Dallas.

Section 2. Powers and Responsibilities of the Student Congress

The Student Congress shall have the power and responsibility to:

- (1) Be the official representative of the Student Body.
- (2) At its option, express its opinions concerning any topic that is of interest to the Student Body and may discuss any questions or matters within the scope of this Constitution, or relating to the powers and functions of any organs provided for in this Constitution, and may make recommendations to any individual or group, or both, on any such matters or questions.
- (3) Recommend or enact legislation on any matter or question that rests entirely in the Student Body with the

exception of those functions and powers reserved to the Student Judicial Board in Article VI of this Constitution.

(4) Advise and consent to all appointments made by the President of the Student Body.

Section 3. Voting by Proxy

Voting by proxy on matters before the Student Congress, or other bodies set forth in this Constitution, shall not be allowed.

Section 4. Parliamentary Authority

Unless otherwise prescribed in this Constitution of the Student Congress of The University of Texas at Dallas, Robert's Rules of Order Newly Revised shall serve as the official rules of procedure.

Subarticle ~~A~~ B

Powers and Functions

Section 1. Powers and Responsibilities of the President

The executive powers shall be vested in a President. The President shall have the power and responsibility to:

- (1) Preside at all meetings of the Student Congress.
- (2) Recommend legislation to the Student Congress.
- (3) Execute all legislation passed by the Student Congress.
- (4) Execute and enforce all decisions rendered by the

Student Judicial Board.

(5) Make all student appointments, subject to the advice and consent of the Student Congress.

(6) Unless otherwise prescribed in this Constitution, set the agenda for all Student Congress meetings.

(7) Exercise the option of voting in the case of a tie vote.

Section 2. Powers and Responsibilities of the Vice President

The Vice President shall have the power and responsibility to:

- (1) Assist the President in the execution of his/her duties.
- (2) Perform the duties of the President in the case of

his/her absence, including exercise of the option of voting in case of a tie vote.

(3) Become President, if the office of the President shall become vacant, for the remainder of the term of office in accordance with Article VII of this Constitution.

(4) Serve as Chairperson of the Student Government Student Life Committee and act as a representative to the Academic Council Student Life Committee.

Section 3. Secretary of the Student Congress

The Secretary of the Student Congress shall:

(1) Be an elected member of the Student Congress.

(2) Maintain a record of all proceedings of the Student Congress.

(3) Assist the President and Vice President in the execution of their duties.

(4) Handle correspondence between other universities and organizations.

Section 4. Treasurer of the Student Congress

The Treasurer of the Student Congress shall:

(1) Be an elected member of the Student Congress.

(2) Maintain the financial records of the Student Congress.

(3) Publish in the official University of Texas at Dallas newspaper by January 1 and June 1 of each year a financial statement which shall include amounts appropriated to each activity, total allocations to date, current balance to date, and any other information the Student Congress may designate.

(4) Serve as a member of the Budget Committee.

Section 5. Parliamentarian of the Student Congress

The Parliamentarian of the Student Congress shall:

(1) Be an elected member of the Student Congress.

(2) Render all decisions regarding parliamentary procedure in accordance with Article II, Section 3, of this Constitution.

(3) Assist the President and Vice President in the execution of their duties.

(4) Serve as a member of the Rules Committee.

Section 6. Executive Committee

The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer, Parliamentarian, and the Chairpersons of the Rules and Budget Committees.

ARTICLE IV

QUALIFICATIONS AND ELECTIONS

Section 1. General Qualifications

No person shall be a candidate or hold office under the authority of this Constitution unless he/she shall:

(1) Be enrolled for at least a minimum workload of nine hours on the undergraduate level or six hours on the graduate level.

(2) Be in good academic standing.

(3) Be a regularly enrolled student in the program from which he/she was elected and remain a member of his constituency in order to continue membership in the Student Congress.

Section 2. Special Requirements for President and Vice President

(1) The requirements for the office of President and Vice President shall be the same. Each shall be an undergraduate student of at least junior standing and meet the minimum requirements for members of the Student Congress.

(2) The President and Vice President may serve for only one term in the same office. A term shall consist of one year or any portion thereof prior to the next regularly scheduled Presidential election.

Section 3. Voting

No person shall be entitled to vote in an election held under the authority of this Constitution unless he/she is a

regularly enrolled member of the Student Body.

Section 4. Elections

(1) All elections provided for in this Constitution shall be administered by the Rules Committee.

(2) To be elected President or Vice President of the Student Body, a candidate must receive forty percent of the votes cast for that office in a general Student Body election. If no candidate receives the required forty percent, or there is a tie, there will be a run-off between the top two candidates. If two candidates receive at least forty percent and neither receives a majority, there will be a run-off between these two candidates.

(3) Write-in balloting shall not be accepted in any run-off election.

(4) All other elections shall be decided by a plurality of the votes cast, provided that in the event of a tie vote, a run-off election shall be held.

(5) Special elections may be called by the Student Congress by a two-thirds vote of the membership of the Student Congress.

ARTICLE V

STANDING COMMITTEES

Section 1.

The standing committees shall consist of the Student Government Student Life Committee, the Rules Committee, the Budget Committee, and the Student Communications Committee.

Section 2. Composition

Each of the standing committees shall be composed of five members of the Student Congress, of which there shall be at least one undergraduate and one graduate member.

Section 3. Chairperson

(1) The Chairperson of the Student Life Committee and of the Student Communications Committee shall be an undergraduate.

The Chairperson of the Rules Committee and of the Budget Committee shall be a graduate student.

(2) The Chairperson of each committee shall have the right to include items on the agenda of the Student Congress meetings.

Section 4. Committee Responsibilities

(1) The Student Life Committee shall be responsible for coordinating all student activities. It shall also serve as the official link between the students and faculty.

(2) The Student Communications Committee shall be responsible for all communications between the Student Congress and the Student Body, including student publications.

(3) The Rules Committee shall establish election procedures and administer the conduct of all elections within the framework of this Constitution. It shall also give Student Government recognition of all proposed student organizations.

(4) The Budget Committee shall be responsible for the preparation of the student budget and may administer the expenditure of Student Government funds under the outlines of the laws of the State of Texas, the Rules and Regulations of the Board of Regents, and the Handbook of Operating Procedures for this institution.

ARTICLE VI

STUDENT JUDICIAL BOARD

Section 1. Composition

The Student Judicial Board shall be composed of five (5) members of the Student Body who do not sit on the Student Congress, or hold any other elected or appointed student office on campus. Of the five (5) members, there shall be at least one undergraduate and one graduate member, the remaining members to be selected from either group.

Section 2. Term of Office

Members of the Student Judicial Board shall serve for the

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duration of their current academic degree program.

Section 3. Presiding Officer

The presiding officer of the Student Judicial Board shall be the Chairman, and he/she shall be elected by the members of that body for his/her term of office.

Section 4. Selection Process

All members of the Student Judicial Board shall be selected by the Executive Committee and approved by a simple majority of the Student Congress.

Section 5. Constitutional Interpretation

The Student Judicial Board shall arbitrate over matters of interpretation of this Constitution and acts of the Student Congress. Any member of the Student Congress may petition the Student Judicial Board concerning any matter heretofore mentioned. The Student Judicial Board shall decide by unanimous consent of all its members whether to hear a case, and shall by a simple majority render a decision that shall be final and binding upon all concerned parties.

Section 6.

The Student Judicial Board shall act in any other such matters as directed by the President of The University of Texas at Dallas.

ARTICLE VII

VACATING AN OFFICE

Section 1. Removal From Office

(1) Any person serving under the provisions of this Constitution may upon petition by the Executive Committee or by one-fourth of the Student Congress be removed from office upon approval of two-thirds of the entire Student Congress.

(2) If at any time a person serving under the provisions of this Constitution can no longer meet the minimum requirements outlined for the office in this Constitution, that office

automatically becomes vacant.

Section 2. Succession

If for any reason the office of President should become vacant, the Vice President shall become President. In the event that the Vice President cannot, or chooses not to, serve as President, a special election shall be held under the provisions of Section 3.

Section 3. Special Elections

Upon a vacancy occurring in any elected office, a special election shall be held to fill that vacancy within ninety days of the vacancy occurring or at the next general election, whichever comes first. Persons elected in special elections shall serve until the next regularly scheduled election for that office.

Section 4. Student Judicial Board Vacancies

Vacancies on the Student Judicial Board shall be filled as specified in Article VI of this Constitution.

ARTICLE VIII

RATIFICATION AND AMENDMENT

Section 1. Student Congress-Initiated Amendment

Any member of the Student Congress may propose amendments to this Constitution. The proposed amendment must lay on the table for thirty days, after which the Student Congress must vote on the proposed amendment. If three-fourths of the total membership of the Student Congress favor the amendment, it must be submitted to the Student Body for approval or disapproval.

Section 2. Student Body-Initiated Amendment

If ten percent (10%) of the Student Body petition the Student Congress to amend the Constitution, the Student Congress must call an election within thirty (30) days for approval or disapproval of said amendment.



Section 3. Ratification

Amendments to this Constitution shall become effective after ratification by two-thirds of the Student Body voting on said amendments in an election, after certification by the Chairman of the Election Committee that such amendments have been duly ratified, and after approval by the Board of Regents of The University of Texas System through its prescribed procedures.

Section 4. Permanent Copy

Such amendments shall be attached to the permanent copy of this Constitution preserved in the records of the Student Congress.

Section 5. Deletion and Substitution

Amendments by deletion and substitution are allowed.

Section 6. Ex-Post Facto

No proposed amendment or act of the Student Congress shall violate the rules of ex-post facto, concerning present individuals or organizations so named in this Constitution.

Section 7.

All provisions of this Article shall be conducted in accordance with all other provisions set forth in this Constitution.

## ARTICLE IX

## SUPERSEDING

This Constitution shall become effective and supersede all previous constitutions, and shall be the official instrument of the Student Body upon the affirmative vote of two-thirds of the Student Body voting in the election to decide its passage, and after approval by the Board of Regents of The University of Texas System.

## ARTICLE X

## PROVISION FOR CONTINUITY

Section 1. Continuation of Existing Government

Upon ratification of this Constitution by the Board of Regents of The University of Texas System, the existing Student Government shall implement the provisions of this document and will continue to serve until such time as new representatives take office in the fall of 1975.

Section 2. Special Election Provisions

During the regular fall election of undergraduates in 1975, a special election shall be held to elect graduate representatives to serve until the regular graduate elections in the spring of 1976.

Section 3. Suspension of Undergraduate Provisions

The provisions of this Constitution concerning undergraduate representation and membership on committees, etc. are suspended until undergraduate members take office on the first day of October 1975.

Section 4. Life of This Article

This Article shall remain in effect until the first day of October 1975 at which time it becomes null and void and thereafter shall not be a part of this Constitution.

7. U. T. El Paso: Authorization to Seek Permission from Coordinating Board to Establish Program Leading to Degree of Master of Arts in Linguistics (Catalog Change). -- President Templeton requested through Chancellor LeMaistre that the Board approve a graduate program leading to the Master of Arts in Linguistics. This program would transfer the existing Applied English Linguistics option from the English Department to the Department of Linguistics, where the degree will be redesignated as Master of Arts in Linguistics. The departments concerned have endorsed the program. It was pointed out that since this is essentially a redesignation of an ongoing program and a transfer of administrative responsibility from one department to another no additional faculty, facilities or expenditures would be required and that the program would be self-supporting in terms of formula-generated income.

Approval was given to request the Coordinating Board, Texas College and University System for permission to establish at The University of Texas at El Paso a graduate program leading to the Master of Arts in Linguistics.

If permission is granted by the Coordinating Board, the first catalog published thereafter by U. T. El Paso will be amended to include this degree program.

8. U. T. San Antonio: Approval of Bylaws of Development Board. -- The University of Texas at San Antonio Development Board held its initial meeting on March 6, 1975. \* At that meeting the following Bylaws (Pages 24-28) were adopted subject to approval by the Board of Regents. Upon recommendation of President Flawn, concurred in by Chancellor LeMaistre, these Bylaws which had been approved by the System Law Office were adopted by the Academic and Developmental Affairs Committee:

BYLAWS OF

THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
DEVELOPMENT BOARD

Article I

Name and Purpose

Section 1. The name of the Board shall be The University of Texas at San Antonio Development Board.

Section 2. In accordance with resolutions adopted by the Board of Regents of The University of Texas System, The University of Texas at San Antonio Development Board is an agency of The University of Texas at San Antonio responsible

\* Initial membership is listed on Page 91 .

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to the President of The University of Texas at San Antonio and through him to the Chancellor and the Board of Regents for University relations and private fund development for The University of Texas at San Antonio.

## Article II

### Responsibilities and Duties

The responsibilities and duties of the Board shall be those set forth in the Rules and Regulations of the Board of Regents of The University of Texas System.

## Article III

### Membership and Term of Office

Section 1. Membership. The University of Texas at San Antonio Development Board shall consist of not more than twenty-five appointed members, recommended and appointed by the President of The University of Texas at San Antonio with prior specific written approval of the Chancellor and the Board of Regents. The President of The University of Texas at San Antonio and the Chancellor shall be ex-officio members with voting privileges.

Section 2. Term of Office. All appointees shall serve for three-year terms, except the original Board whose terms shall be determined by a draw of lots. Terms are staggered and begin on September 1 of the appropriate year.

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Article IV  
Officers and Staff

Section 1. The officers of the Board shall be a Chairman and two Vice-Chairmen, who shall be members of the Board.

Section 2. The Development Board shall elect a representative from its membership to The University of Texas System Advisory Committee for a three-year term officially beginning September 1. This representative may serve on The University of Texas System Advisory Committee only so long as he is a member of The University of Texas at San Antonio Development Board.

Section 3. Each Officer of the Board shall be elected by a majority of the voting members of the Board and shall hold office for one year, or until his successor shall have been chosen. Neither the Chairman nor the Vice-Chairman shall serve more than three consecutive terms.

Section 4. Officers shall be elected annually at the regular fall meeting of the Board.

Section 5. The Chairman shall preside at all meetings of the Board. He shall be responsible for the general direction of the affairs of the Board and shall be the official representative of the Board. In the absence or disability of the Chairman, a Vice-Chairman shall preside and serve. The Chairman shall cause accurate minutes of the Boards' proceedings to be kept, and shall file copies of all minutes with the Secretary of the Board of Regents. The staff shall perform such other services as directed by the Chairman and as normally required.

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Section 6. Development Board Executive Office.

(a) Within the office of the President of The University of Texas at San Antonio there may be appointed by the President, with the approval of the Chancellor, an Executive Director of the Development Board. He is charged with the University relations and fund-development activity, and subject to supervision, evaluation, and termination of employment by the President.

(b) The executive director of the Development Board shall have such staff and such operating fund as shall be determined from time to time by budgets recommended by the President, endorsed by the Chancellor, and adopted by the Board of Regents. Duties of staff members shall be established by the executive director.

Section 7. Finances. Financial support of The University of Texas at San Antonio Development Board and the executive director shall be provided exclusively by the budget of The University of Texas at San Antonio. Such budgets will be made through established budgetary procedures. Gifts for private fund developments which have been accepted by the Board of Regents may be made available for expenditure by the Development Board.

Article V

Meetings

Section 1. The Board shall hold at least two regular meetings each year, one in the spring and the other in the fall; the fall meeting shall be considered the annual meeting.

Section 2. Special meetings of the Board shall be held as determined by the Board itself or upon call of the Chairman or upon request in writing signed by at least three

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members. There shall be at least three days' prior written notice of such special meetings to all members of the Development Board.

Section 3. The exact date and place of holding meetings shall be as fixed by the Board, or in the call issued for the meeting.

Section 4. Decisions will be made by a majority vote of those members present in person at the meeting.

#### Article VI

##### Quorum

Eight voting members shall constitute a quorum at a meeting; however, if a quorum is not present at any regular or special meeting, the action of a majority of those present must be ratified by a majority vote of the entire Board by mail ballot.

#### Article VII

##### Committees

The Chairman is authorized to establish such committees as he may deem appropriate.

#### Article VIII

##### Amendments

These bylaws may be amended at any regular meeting by vote of a majority of the members of the Board; provided the notice of such meeting states that amendment of the bylaws is to be considered, and that the amendment will not be effective until approved by the Board of Regents of The University of Texas System.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 29 - 48 ). -- Committee Chairman Bauerle filed with the Secretary the following Report of the Buildings and Grounds Committee and moved its adoption. He stated that all actions were taken in open session, and the report was adopted by unanimous vote:

1. U. T. Arlington - Activities Building: Inscription on Plaque. -- Approval was given to the following inscription to be placed on the plaque of the Activities Building at The University of Texas at Arlington. This inscription follows the standard pattern approved by the Board at its meeting held October 1, 1966:

#### ACTIVITIES BUILDING

1974

#### BOARD OF REGENTS

A. G. McNeese, Jr., Chairman  
 Dan C. Williams, Vice-Chairman  
 James E. Bauerle, D. D. S.  
 Edward Clark  
 Frank C. Erwin, Jr.  
 Jenkins Garrett  
 Mrs. Lyndon B. Johnson  
 Joe T. Nelson, M. D.  
 Allan Shivers

Charles A. LeMaistre, M. D.,  
 Chancellor, The University  
 of Texas System  
 Wendell H. Nedderman, President,  
 The University of Texas at  
 Arlington

Lawrence D. White Associates,  
 Inc., Project Architect  
 Walker Construction Company,  
 Contractor

2. U. T. Arlington - College of Engineering Laboratory Building and Renovation of Engineering Technology Building: Award of Contract to Frank J. Rooney, Inc., Dallas, Texas. -- Upon the recommendation of President Nedderman and System Administration, a contract for both the construction of the College of Engineering Laboratory Building and the renovation of the Engineering Technology Building at The University of Texas at Arlington was awarded to the low bidder, Frank J. Rooney, Inc., Dallas, Texas, as set out below:

Combined Proposal, Base Bid      \$ 4,287,000

Add Alternates for the Engineering  
 Technology Building:

No. 2 (Laboratory Equipment)	138,000
No. 3 (Laboratory Connections)	<u>10,100</u>

Total Contract Award      \$ 4,435,100

An agreement was reached with Frank J. Rooney, Inc., to hold the bid prices for sixty days after the date of the bid opening (April 16, 1975) for the possible addition of the following two



alternates in the event additional funds become available:

Alternate No. 4  
 Central Data Acquisition  
 Control System Connections \$ 5,200

Alternate No. 5  
 Finishes of Shelled Space \$ 37,500

The combined total estimated cost for these projects of \$5,200,000 (\$2,900,000 for the College of Engineering Laboratory Building and \$2,300,000 for the Renovation of the Engineering Technology Building) which has been previously appropriated is to cover the building construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and miscellaneous expenses.

In the event additional funds become available before the contractor's price expires, authorization was given to add Alternates Nos. 4 and 5 as set out above to the contract award and to increase the contract price and total project cost accordingly.

3. U. T. Austin - Communication Building: Approval of Final Plans for Modifications and Authorization to Advertise for Bids. --System Administration reported that since the occupancy of the Communication Building at The University of Texas at Austin  
 (a) the following modifications are needed:

- (1) Reduction in noise level in the supply and exhaust systems for conditioned air to several television and film studios
- (2) A more adequate ventilation system for photographic laboratories
- (3) Improvement in air supply in certain areas where heat-generating teaching equipment is located;

(b) The Project Architect had studied these requirements and had prepared plans and specifications to meet the needs.

Upon recommendation of President Rogers and System Administration, approval was given to the final plans and specifications for the modifications set out above at an estimated total project cost of \$130,000 which had been previously appropriated. The Director of the Office of Facilities Planning and Construction was authorized to advertise for bids to be considered by the Board of Regents at a future meeting.

4. U. T. Austin - Data Acquisition System (Campus Monitoring System): Authorization for Addition to Johnson Service Company's Contract for Connections to Special Events Center and Appropriation Therefor. --System Administration related that during the negotiations to reduce the cost of the Special Events Center at The University of Texas at Austin the cost for connections to the center of the Data Acquisition System was deleted from the general construction contract with the hope that a more modern and flexible system could be negotiated in a contract other than the building contract. However,

a proposal has been received from Johnson Service Company, San Antonio, Texas, to furnish and install a new and improved system of connections between the Data Acquisition System and the Special Events Center at a cost of \$128,000, which system will permit future connections to be made at less cost and at greater distances from the Central Console in the Service Building on the U. T. Austin campus.

Upon recommendation of President Rogers and System Administration, the Board authorized the acceptance of the proposal of Johnson Service Company, which will provide for connections between the Data Acquisition System and the Special Events Center by adding a change order in the amount of \$128,000 to the existing Johnson Service Company contract. Funds for this work were authorized by transfer of previous appropriations of the Special Events Center project to appropriations of the Data Acquisition System project (sometimes referred to as the Campus Monitoring System project.)

It was noted that the Data Acquisition System for remote control of mechanical systems will be in twenty-nine buildings after the connections have been made to the Special Events Center.

5. U. T. Austin - Hal C. Weaver Power Plant - Expansion of Generating Capacity: Report of Committee and Ratification of Contract Awards to General Electric Company, Houston, Texas, and Foster Wheeler Energy Corporation, Livingston, New Jersey. --A report was received from the special committee (Board Chairman Shivers, Committee Chairman Bauerle, Deputy Chancellor Walker, Director Kristoferson, Vice-President Colvin and Director of Physical Plant Wilcox) appointed by the Board of Regents on January 31, 1975, that the committee had awarded the following contracts subject to escalation in accordance with the negotiated contract documents for a Steam Turbine Generator and Steam Condenser System to expand the generating capacity of the Hal C. Weaver Power Plant at The University of Texas at Austin:

General Electric Company  
Houston, Texas

Steam Turbine Generator           \$ 2,135,499

Foster Wheeler Energy Corporation  
Livingston, New Jersey

Steam Condenser System           \$ 154,804

The report was received and the contract awards were ratified as set out above.

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6. U. T. Austin - Hal C. Weaver Power Plant - Expansion of Generating Capacity: Approval of Final Plans for Cooling Tower and Authorization to Advertise for Bids for Advance Procurement of Equipment. --Final plans and specifications as prepared by the Project Engineer, Power Systems Engineering, Inc., Houston, Texas, for the advance procurement of the Cooling Tower, a major item of equipment required in the Expansion of Generating Capacity in the Hal C. Weaver Power Plant at The University of Texas at Austin, were approved as presented upon recommendation of President Rogers and System Administration. The Director of the Office of Facilities Planning and Construction was authorized to advertise for bids for this major item of equipment, which bids will be presented to the Board of Regents for consideration at a future meeting.
7. U. T. Austin - Parking Lot at 19th Street and Trinity Street: Award of Contract to Wagner Construction Company, Inc., San Antonio, Texas, and Additional Appropriation Therefor. -- Upon the recommendation of President Rogers and System Administration, a construction contract in the amount of \$192,224.42 was awarded to Wagner Construction Company, Inc., San Antonio, Texas, the low bidder, for the Parking Lot at 19th Street and Trinity Street at The University of Texas at Austin.

A total project cost of \$200,000 had previously been authorized for this project. However, due to the fact that the bids for the construction reflect escalation in costs since the authorization of the project in September 1972, President Rogers and System Administration further recommended that a total project cost of \$210,000 be authorized to cover the construction contract award, landscaping, fees and miscellaneous expenses, and that \$10,000 from funds previously appropriated to the East Campus Parking Lots project be transferred to this project. This recommendation was approved.

8. U. T. Dallas - Conference Center (Phase III): Approval of Final Plans and Specifications and Authorization to Advertise for Bids. --Upon the recommendation of President Jordan and System Administration, the final plans and specifications for the Conference Center (Phase III) at The University of Texas at Dallas were approved in the form presented by the Project Architect, Fisher and Spillman, Inc., Dallas, Texas, at an estimated total project cost of \$3,000,000. These plans and specifications provide for a building of approximately 38,000 gross square feet. The Director of the Office of Facilities Planning and Construction was authorized to advertise for bids for this project subject to the completion of final review and project funding.



The rehabilitation work necessary involves dressing room, office, rest room and pool repairs (consisting of caulking of joints, replacement of tile in the scum gutters, plumbing modifications and repair of cracks). Authorization was given for this rehabilitation work to be done by the Physical Plant staff or by competitive bids and award of contracts as necessary. Funds in the amount of \$61,497 were transferred from campus expansion to "Rehabilitation of Swimming Pool" to cover the cost of this project.

If the expenditures for this project exceed \$50,000, it is understood that Section 3 of Chapter VIII of Part Two of the Regents' Rules and Regulations will be waived.

12. U. T. El Paso - Physical Plant Warehouse Facility: Authorization for Project, Waiver of Regents' Rules and Regulations, Part Two, Chapter VIII, Section 2, for Authorization of U. T. Physical Plant, and Appropriation Therefor. --System Administration reported that additional space for the Physical Plant at The University of Texas at El Paso is needed in order to house ground maintenance equipment and general plant operating supplies and for a small automotive shop.

Upon the recommendation of President Templeton and System Administration, authorization was given (a) to design a 10,500 square foot prefabricated metal building to be adjacent to the existing Physical Plant Complex at a total project cost not to exceed \$110,000, (b) to advertise for bids, and (c) to award construction contracts therefor. Section 2 of Chapter VIII of Part Two of the Regents' Rules and Regulations was waived to permit this project to be handled by U. T. El Paso Physical Plant forces. For the project, an appropriation of \$110,000 was authorized from U. T. El Paso Unexpended Plant Funds Unappropriated Balance.

13. U. T. Permian Basin - Drainage Facilities Project: Report of Committee and Ratification of Final Agreement with City of Odessa and County of Ector (Including Drainage Channel Easement), Approval of Final Plans for Additional Drainage Facility and Authorization to Advertise for Bids. --The special committee (consisting of Director Kristoferson, Associate Deputy Chancellor for Operations Landrum, Deputy Chancellor Walker, Regent Clark, Committee Chairman Bauerle and Board Chairman Shivers) to approve the drainage agreement among the City of Odessa, the County of Ector and the Board of Regents of The University of Texas System for local participation in the Additional Drainage Facilities at The University of Texas of the Permian Basin reported that the agreement had been finalized and requested that the execution of the agreement be ratified as set out on Pages 35 - 43. It was noted that the local participation in the Additional Drainage Facilities was a maximum of \$278,000 of the estimated cost of \$714,559.

The committee further reported that the final plans for the Additional Drainage Facilities, campus roads and paving had been approved and that authorization had been given to advertise for bids.

By unanimous vote, the report of the special committee was approved and the actions therein were ratified.

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THE STATE OF TEXAS  
COUNTY OF ECTOR

DRAINAGE IMPROVEMENTS CONTRACT

WHEREAS, Article 4413 (32c), Vernon's Texas Civil Statutes, and Article 4413 (32), Vernon's Texas Civil Statutes, authorizes cities, counties and State institutions of higher education to contract with one another to perform various governmental functions and services; and

WHEREAS, "drainage" is specifically included within such "governmental functions and services" under Section 3 (2) of said Article 4413 (32c);

NOW, THEREFORE, under the authority of the above mentioned statutes and other law, the Board of Regents of The University of Texas System, hereinafter called "UNIVERSITY," the City of Odessa, hereinafter called "CITY," and Ector County, hereinafter called "COUNTY," do hereby contract and agree as follows:

I.

UNIVERSITY has caused to be prepared or shall cause to be prepared plans and specifications for the construction and installation of certain drainage improvements upon the campus of The University of Texas of the Permian Basin located in Odessa, Ector County, Texas, which drainage improvements shall form a part of what will be known as Paving and Drainage Improvements for The University of Texas of the Permian Basin (Project No. 501-311) and which plans and specifications shall be prepared by Freese, Nichols & Esmond, Inc. UNIVERSITY shall advertise for and receive bids and award a contract (all in accordance with the applicable legal requirements) and shall cause to be constructed and installed the drainage improvements contained in the plans and specifications for Paving and Drainage Improvements for The University of Texas of the Permian Basin (Project No. 501-311), which plans and specifications are hereby incorporated into this contract by reference for all purposes.

II.

The portion of the above described drainage improvements which are or will be identified as channel number 1 and channel number 2 in the above mentioned plans and specifications, shall be constructed within drainage easements which

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have been or will, prior to the construction of these improvements, be executed by UNIVERSITY and duly recorded. A copy of the instrument conveying said drainage easements is attached hereto as Exhibit A and incorporated herein by reference.

## III.

CITY shall pay One Hundred Sixty-Nine Thousand and No/100 Dollars (\$169,000.00) to UNIVERSITY (\$60,000.00 of which represents a payment to CITY by the developer of the property south of the campus of The University of Texas of the Permian Basin, which payment to CITY has been or will be made by said developer in lieu of drainage improvements which would be required upon his property were it not for the drainage improvements by UNIVERSITY described above). COUNTY shall pay One Hundred Nine Thousand and No/100 Dollars (\$109,000.00) to UNIVERSITY. Said payments by CITY and COUNTY to UNIVERSITY shall be used as payment or part payment for the construction of channel number 1 and channel number 2 of the proposed drainage improvements set forth in the above described plans and specifications. The balance of the cost of the drainage improvements described in Section I above shall be paid for by UNIVERSITY. All of the payments described above shall be made by the respective parties from current revenues available to each of said parties.

As a prerequisite to the financial commitments of CITY and COUNTY described in the preceding paragraph, CITY and COUNTY shall be allowed to review and approve that portion of the above described plans and specifications for the drainage improvements identified as channel number 1 and channel number 2.

The above described payments by CITY and COUNTY to UNIVERSITY represent a certain portion of an estimated total project cost of Seven Hundred Fourteen Thousand Five Hundred Fifty-Nine and No/100 Dollars (\$714,559.00) of the total drainage improvements described above in Section I, which Seven Hundred Fourteen Thousand Five Hundred Fifty-Nine and No/100 Dollars (\$714,559.00) estimate of cost was set forth in the Preliminary Drainage Plan for The University of Texas of the Permian Basin (described as Plan "C," Unlined Channels-Swale Section) prepared by Freese, Nichols & Esmond, Inc., Consulting Engineers, dated April 28, 1974, shown on sheet No. 11, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. The payments by CITY and COUNTY to UNIVERSITY under this contract shall in no event exceed those amounts set forth in the first paragraph of this Section III. On the other hand, should the total

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project cost for the improvements described in Section I above as incurred by UNIVERSITY be less than Seven Hundred Fourteen Thousand Five Hundred Fifty-Nine and No/100 Dollars (\$714,559.00), the payments by CITY and COUNTY to UNIVERSITY under this contract shall be reduced in the same proportion that the total project costs as incurred bears to Seven Hundred Fourteen Thousand Five Hundred Fifty-Nine and No/100 Dollars (\$714,559.00).

The above described payments by CITY and COUNTY to UNIVERSITY shall be made within thirty (30) days after the award of the contract by UNIVERSITY for the subject drainage improvements.

## IV.

UNIVERSITY shall, for as long as the campus of The University of Texas of the Permian Basin shall be owned by UNIVERSITY, maintain channel number 1 and channel number 2 of the drainage improvements described in Section I above in proper condition so as to provide for the surface drainage capacity designed and provided for them in the plans and specifications incorporated herein by reference in Section I. UNIVERSITY shall have the right in the future to alter or modify the subject drainage improvements so long as there shall remain or be substituted sufficient drainage improvements to provide the surface drainage capacity designed and provided for as to channel number 1 and channel number 2 in said plans and specifications. This covenant to maintain said drainage capacity contained in this paragraph shall be considered to be a covenant running with the land and any subsequent owner of the subject land shall assume and be obligated to the above described maintenance responsibilities.

This contract shall be considered as executed on the 16th day of December, 1974, by UNIVERSITY, CITY and COUNTY, upon and by virtue of specific authorization of the respective governing bodies of said parties.

BOARD OF REGENTS OF THE UNIVERSITY OF  
TEXAS SYSTEM

By:

*A.G. McNEESE, JR.*  
A.G. McNEESE, JR., CHAIRMAN  
Board of Regents of  
The University of Texas System

ATTEST:

*Betty Anne Thedford*  
BETTY ANNE THEDFORD, SECRETARY  
Board of Regents of  
The University of Texas System



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THE CITY OF ODESSA

By: W. B. Hemphill  
Dan Hemphill, Mayor

ATTEST:

Marjorie Bradley  
Marjorie Bradley, City Secretary

ECTOR COUNTY

By: Michael D. Larney  
County Judge

ATTEST:

Edna Smith  
County Clerk

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared A. G. McNeese, Jr., Chairman of the Board of Regents of The University of Texas System, a State agency of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Board of Regents of The University of Texas System, a State agency, and that he executed the same as the act of such State agency for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of April, 1975.

Jacqueline Rendall  
Notary Public in and for Travis County,  
Texas

4-28-75

THE STATE OF TEXAS

COUNTY OF ECTOR

BEFORE ME, the undersigned authority, on this day personally appeared Dan Hemphill, Mayor of the City of Odessa, Texas, a municipal corporation of Ector County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Odessa, a municipal corporation, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of January, 1975.

*Jessie W. Johnson*  
Notary Public in and for Ector County,  
Texas

Jessie W. Johnson

THE STATE OF TEXAS

COUNTY OF ECTOR

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Earney, Judge of Ector County, Texas, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Ector County, a political subdivision, and that he executed the same as the act of such political subdivision for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

*Arthur Clark*  
Notary Public in and for Ector County,  
Texas

Approved as to Content:

*Willie K. White*  
Deputy Chancellor for  
Administration

Approved as to Form:

*Ronald Pearson*  
University Attorney

**FRESE, NICHOLS & ESMOND CONSULTING ENGINEERS**

610 WEST FIFTH • D19 • 337-2301 • ODessa, TEXAS 79701

LICENSED ENGINEERS • REGISTERED PUBLIC SURVEYORS • LICENSED STATE LAND SURVEYORS

**ESTIMATES OF COST**

**PLAN "C"**

**UNLINED CHANNELS (SWALE SECTION)**



KENNETH E. ESMOND, P.E.  
ROBERT L. NICHOLS, P.E.  
JAMES R. NICHOLS, P.E.  
LEE S. FRESE, P.E.

<b>Channel No. 1</b>	
Excavation: 80,225 Cu. Yds. at \$3.60.....	\$288,810
Culvert No. 5 (under entry blvd.).....	70,000
Getty Oil pipeline to be lowered (4 each).....	7,100
City sanitary sewer line crossing (2 each).....	2,000
U.T.P.B. water service line adjustments.....	400
Underground electric line adjustment.....	500
Sub-total .....	<u>\$368,810</u>
<b>Channel No. 2</b>	
Excavation: 16,220 Cu. Yds. at \$3.60 .....	\$ 58,392
<b>Channel No. 3</b>	
Excavation: 17,960 Cu. Yds. at \$3.60 .....	\$ 64,656
Culvert No. 6 (under north access road).....	18,600
Getty Oil pipelines to be lowered (2 each).....	3,200
U.T.P.B. water irrigation line crossings (2 each)..	375
Sub-total .....	<u>\$ 86,831</u>
<b>Channel No. 4</b>	
Excavation: 6,652 Cu. Yds. at \$3.60.....	\$ 23,947
Getty Oil pipeline to be lowered (1 each).....	1,700
Sub-total .....	<u>\$ 25,647</u>
<b>Channel No. 5</b>	
Excavation and grading to produce swale-effect on top of slope of existing channel.	
Excavation and grading: 255 Cu. Yds. at \$6.00.	\$ 1,530
Hand labor at culverts and pipe crossings....	400
Sub-total .....	<u>\$ 1,930</u>
<b>Channel No. 6</b>	
Excavation and grading to produce swale-effect on top of slope of existing channel.	
Excavation and grading: 3,400 Cu. Yds. at \$4.60.....	\$ 15,640
Hand labor at pipe crossings and culvert.....	500
Sub-total .....	<u>\$ 16,140</u>

Sub-total, All Channels .....	\$557,750
(2.7%) Construction Cost Escalation.....	<u>15,059</u>
Sub-total, A/E Contract.....	\$572,809
(5.0%) Construction Contingency .....	28,640
(5.0%) Design Contingency .....	<u>28,640</u>
Sub-total, Construction .....	\$630,089
(6.0%) Engineering Fees .....	<u>37,805</u>
Sub-total, Design Budget .....	\$667,894
(5.0%) OFPC Project Contingency .....	<u>33,395</u>
Sub-total, Project Budget.....	\$701,289
(2.0%) OFPC Administrative Costs.....	<u>13,270</u>
Authorized Total Project Cost .....	<u>\$714,559</u>

NOTE: If Channel No. 3 is only excavated to a temporary depth to prevent water from standing in the interior of Campus Loop after rainfall, the following may be substituted for costs under "Channel No. 3" estimate above.

<b>Channel No. 3 (Alternate)</b>	
Excavation: 2,560 Cu. Yds at \$3.60.....	\$ 9,216
Culvert No. 6 (under north access road) .....	18,600
Getty Oil pipelines to be lowered, (2 each).....	3,000
U.T.P.B. water irrigation line crossings (2 each).....	275
Sub-total .....	<u>\$ 31,091</u>

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DAVID HOWELL, P.E.      OTMA BRAPER, L.S.  
SEAL                                  SEAL

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
— PRELIMINARY DRAINAGE PLAN —
FRESE, NICHOLS, & ESMOND CONSULTING ENGINEERS 412 W. 5TH, ODessa, TEXAS
DESIGNED BY: <u>  L.S.  </u> DATE: <u>  12/75  </u> SHEET NO. <u>  11  </u>

EASEMENT

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ECTOR X

That the Board of Regents of The University of Texas System, hereinafter referred to as "Grantor" for a good and valuable consideration, the receipt of which is hereby acknowledged, has granted and by these presents does hereby grant unto the City of Odessa, Texas, a Municipal Corporation, hereinafter referred to as "Grantee", an easement for the perpetual use of drainage channels under, along and across the following described lands located in Ector County, Texas:

Being those certain tracts or parcels of land in Section 18, Block 41, T2S, T & P Ry Company Survey, Ector County, Texas, and being a 60 foot wide strip of land with 30 feet on each side of the center line description and being described by metes and bounds as follows:

Channel No. 1

BEGINNING at a point in the east boundary of Parkway Boulevard in the west part of Section 18, Block 41, T2S, T & P Ry Company Survey, Ector County, Texas, from which point the southwest corner of Section 18 bears S73° 44'W, 65 feet, and S15° 14'E, 3469.2 feet;

THENCE N74° 46'E, 8.5 feet to point of curvature to right;

THENCE Southeasterly with curve, Radius = 50 feet, Interior Angle = 90°, a distance of 78.5 feet to point of tangency;

THENCE S15° 14'E, parallel to Parkway Boulevard and west boundary Section 18, a distance of 1200.5 feet to point of curvature to left;

THENCE Southeasterly with curve, Radius = 238.52 feet, Interior Angle = 45° 29-1/2', a distance of 189.37 feet to point of tangency;

THENCE S60° 43-1/2'E, at 1619 feet intersect lateral Channel No. 2 to southwest; in all, 2154.2 feet to point of curvature to left.

THENCE Easterly with curve, Radius = 323.10 feet, Interior Angle = 40° 45', a distance of 229.78 feet to point of tangency;

THENCE N 78° 31' E, 2205.9 feet to point of curvature to right;

THENCE Southeasterly with curve, Radius = 153.2 feet, Interior Angle =  $85^{\circ} 27'$ , a distance of 228.48 feet to point of tangency in the centerline of Texas Highway Department channel easement and in the north boundary of East University Boulevard, for end of this line, from which point the southwest corner of Section 18 bears  $S16^{\circ} 02'E$ , 75.0 feet and  $S73^{\circ} 44'W$ , 4282.5 feet.

Channel No. 2

BEGINNING at a point in east boundary of Parkway Boulevard, in the southwest part of Section 18, Block 41, T2S, T & P Ry Company Survey, Ector County, Texas, for point of curvature, tangent bearing  $N 74^{\circ} 46'E$ , from which point the southwest corner of Section 18 bears  $S15^{\circ} 14'E$ , 638.0 feet and  $S73^{\circ} 44'W$ , 65.0 feet;

THENCE Northeasterly with curve to left, Radius = 209.6 feet, Interior Angle =  $16^{\circ} 17\text{-}1/2'$ , a distance of 59.6 feet to point of tangency;

THENCE  $N58^{\circ} 28\text{-}1/2'E$ , 1102.5 feet to point of curvature to the right;

THENCE Easterly with curve, Radius = 170.45 feet, Interior Angle =  $60^{\circ} 48'$ , a distance of 180.87 feet to point of tangency in main channel for end of this line, from which point the southwest corner of Section 18 bears  $S15^{\circ} 14'E$ , 890.5 feet, and  $S73^{\circ} 44'W$ , 1349.6 feet.

Grantor reserves the right to construct buildings and other improvements over, along and across the above described tracts of land provided such improvements shall be so placed as not to damage or diminish the capacity of the drainage channels to be placed in such easement.

The easement for drainage channels granted herein is subject to existing pipeline and well site easements, and the southwest corner of that certain Getty Oil Corporation Well Site No. 14-1 is particularly excluded from the easement granted herein.

TO HAVE AND TO HOLD the same unto the City of Odessa and to its successors and assigns, in conformity with that certain agreement dated December 16, 1974, by and between the City of Odessa, County of Ector, and the Board of Regents of The University of Texas System to which reference is here made, together with the right and privilege at any and all times to enter said premises for the purposes hereinabove stated and for the further purposes of inspecting the said channels whenever necessary.

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If either of the said channels should be abandoned or should Grantee no longer utilize the same, then in that event, the above described premises shall then and there wholly and absolutely revert to the Grantor herein.

WITNESS MY HAND this 16<sup>th</sup> day of December, 1974

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Betty Ann Thedford  
Secretary  
BETTY ANNE THEDFORD, SECRETARY  
Board of Regents of  
The University of Texas System

A.G. McNeese, Jr.  
Chairman  
A.G. McNEESE, JR., CHAIRMAN  
Board of Regents of  
The University of Texas System

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared A. G. McNeese, Jr., Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Regents of The University of Texas System, and that he executed the same as the act of such Board of Regents for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4<sup>th</sup> day of April, 1975.

Jacqueline Randall  
Notary Public in and for  
Travis County, Texas

Approved as to form and content:

Approved as to Content:

Kevin Whitten  
City Attorney, City of Odessa

Billie C. Mc...  
Deputy Chancellor for  
Administration

Approved as to Form:

Ronald Nelson  
University Attorney

14. U. T. Permian Basin - Approval of Relocation of Easement (Granted December 7, 1973) to Getty Oil Company. --In order to accomplish the design of Additional Drainage Facilities and paving improvements on the campus of The University of Texas of the Permian Basin, approval was given to relocate the existing easement to Getty Oil Company (granted December 7, 1973) by granting "a 10-foot wide right-of-way across certain lands in Section 18, Block 41, T-2-S, T&P Ry. Co. Survey, Ector County, Texas," more particularly described in the easement document.

The Chairman of the Board of Regents was authorized to execute this new easement to Getty Oil Company when it has been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

It was noted that the Getty Oil Company is agreeable to the relocation of the pipeline and to a release of that portion that is within the channel easement.

15. U. T. Permian Basin - President's Residence: Lease Agreement for Transmission Right-of-Way with Texas Electric Service Company. --It was reported that a portion of a transmission right-of-way of Texas Electric Service Company of Odessa, Texas, is adjacent to the President's Residence at The University of Texas of the Permian Basin and is in use as a side yard and access to the garage of the residence. Texas Electric Service Company has no objection to the continued use of this right-of-way by the University. However, in order to preserve its ownership, Texas Electric has requested a five-year lease agreement for the consideration of one dollar per annum.

Upon recommendation of President Cardozier and System Administration, the Chairman of the Board was authorized to execute a lease agreement covering this transmission right-of-way with Texas Electric Service Company under the terms as set out above when the lease agreement has been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

16. U. T. San Antonio - Science-Education Building: Award of Contract for Laboratory Furniture to Taylor Manufacturing Company, Division of American Desk Manufacturing Company, Taylor, Texas. --Upon recommendation of President Flawn and System Administration, a contract in the amount of \$17,373 was awarded to the low bidder, Taylor Manufacturing Company, Division of American Desk Manufacturing Company, Taylor, Texas, for laboratory furniture for the Science-Education Building at The University of Texas at San Antonio.

It was pointed out that the funds necessary to cover this award are available in the Furniture and Equipment Account for this project.

17. U. T. San Antonio - Lutcher Conference Center: Authorization for Plaque and Inscription. --In recognition of the generous contribution made by Henry Lutcher Brown and his wife, Emily Wells Brown, and upon recommendation of President Flawn and System Administration authorization was given to install a plaque at the Lutcher Conference Center at San Antonio, Texas, with the following inscription thereon:

"Through the generosity and vision of Henry Lutcher Brown and his wife, Emily Wells Brown, of San Antonio, this estate was given and deeded on December 29, 1965, to the Board of Regents of The University of Texas System for use as a conference center. The Lutcher Center memorializes Henry J. Lutcher, pioneer in the Texas lumber industry and grandfather of Mr. Brown."

It was further authorized that the Physical Plant forces at The University of Texas at San Antonio install the plaque, together with any required contract services, after approval of the design layout by the Office of Facilities Planning and Construction.

It was noted that funds for this plaque and its installation are available within Institutional funds.

18. Galveston Medical Branch (Galveston Medical School) - Ashbel Smith Building (Old Red): Status Relating to Restoration. -- In response to Regent Sterling's inquiry as to the status of the preservation of the Ashbel Smith Building (Old Red) at the Galveston Medical School of The University of Texas Medical Branch at Galveston, past action regarding the restoration of this building was reviewed. Regent Sterling was assured that no action had been taken to raze the building, but that instead efforts to secure the necessary funds for restoration were continuing. At this point, Regent Sterling volunteered to assist in the search for funds for this project.

The total estimated cost for the rehabilitation and restoration of the building is \$5 million. Deputy Chancellor Walker said that this amount was included in the biennial requests for Legislative appropriations; however, the Legislative Budget Board did not include the request for \$5 million in its recommendations to the Legislature.

19. Galveston Medical Branch (Galveston Hospitals): Metal Building for Interim Dining Facility for John Sealy Hospital Authorized. --After receiving a report from System Administration that the investigations, which had been authorized on September 20, 1974, had been completed as to the various alternatives for providing interim dining service during the continuing construction of the Addition to the John Sealy Hospital at The University of Texas Medical Branch at Galveston, and upon recommendation of President Levin and System Administration, authorization was given:

- (a) To construct a temporary pre-engineered metal building for an interim dining facility between Wing "A" and the Waverly Smith Pavilion at the south side of the existing hospital through the issuance of a change order to Thomas Construction Company, Inc., general contractor for the Addition to the John Sealy Hospital



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- (b) To do a limited amount of remodeling to connect the building to the existing hospital to be accomplished either by change order or by Medical Branch award of separate contracts, whichever is most advantageous to the University
- (c) To procure, relocate and install all required equipment through Medical Branch Physical Plant forces or separate service contracts

It was noted that all aspects of this Interim Dining Facility will be coordinated among the Medical Branch Administration, the Office of Facilities Planning and Construction, and the Project Architect. The total project cost of the metal building, interface remodeling, required equipment and related project expenses is within previously appropriated funds in the amount of \$125,000.

20. Galveston Medical Branch (Galveston Hospitals) - Remodeling of John Sealy Hospital: Authorization to Prepare Preliminary Plans on Phase I and Additional Appropriation Therefor. --A report was received from System Administration that the Office of Facilities Planning and Construction and the Project Architect (Page, Southerland, and Page, Houston, Texas) had determined that the remodeling of the existing John Sealy Hospital at The University of Texas Medical Branch at Galveston could best be accomplished in phases in order that the hospital services would have minimum disruption. Whereupon, the recommendations of President Levin and System Administration were approved as set out below:
- (a) The remodeling of John Sealy Hospital in phases was authorized.
  - (b) The Project Architect was authorized to prepare preliminary plans, specifications and cost estimates for Phase I (upgrading of the basic mechanical systems and remodeling of areas to be vacated within the Children's Wing, the basement of McCullough Outpatient Clinic, and the 9th Floor of the John Sealy Hospital) to be presented to the Board of Regents at a future meeting.
  - (c) An additional \$50,000 was appropriated from Medical Branch Unexpended Plant Fund Account Project Allocation to cover fees and miscellaneous expenses through the preliminary plans of Phase I. It was noted that \$50,000 had previously been appropriated from the same source.
21. Houston Health Science Center (Houston Medical School) - Phase III Building: Approval of Final Plans and Authorization to Advertise for Bids. --Final plans and specifications as prepared by the Project Architect, Brooks, Barr, Graeber and White, Austin, Texas, for the construction of the Phase III Building at the Houston Medical School of The University of Texas Health Science Center at Houston were approved at an estimated total project cost of \$24,000,000 subject to final review. The plans and specifications provide for a building of approximately 330,000 gross square feet. The Director

of the Office of Facilities Planning and Construction was authorized to advertise for bids subject to all granting agency clearances.

22. Houston Health Science Center (Houston Dental School) - Dental School Building: Authorization for Repairs and Rehabilitation. -- Upon recommendation of President Berry and System Administration, authorization was given to the Physical Plant staff of The University of Texas Health Science Center at Houston to develop plans and specifications, take bids and award any necessary contracts for replacement of the corridor ceilings and corridor lighting in the Houston Dental Branch Building at an estimated total project cost not to exceed \$90,000.

It was noted that a Legislative appropriation of \$90,000 for repairs and rehabilitation of the Dental School Building is available and appropriated.

23. San Antonio Health Science Center: Authorization for Landscape Development and Appropriation Therefor. -- Since the southeast perimeter area of the campus of The University of Texas Health Science Center at San Antonio has not received landscape development under the original medical school construction or by the recent Dental School project and in order to improve the appearance of approximately 3-1/2 acres of property lying between entrances on Floyd Curl Drive and Louis Pasteur Drive, President Harrison and System Administration recommended that a Landscape Development project utilizing existing trees and native plant materials with the addition of white flowering crepe myrtle trees be authorized. The development scope also includes additional top soil, lawn sprinkler system installation and St. Augustine grass sodding of the area.

Whereupon, the San Antonio Health Science Center Physical Plant Department, consulting with the staff of the Office of Facilities Planning and Construction, was authorized to accomplish this project through the preparation of plans and specifications, bidding and award of contracts at an estimated total project cost of \$65,000. Approval was given to appropriate \$65,000 from San Antonio Health Science Center Unexpended Plant Funds for this project.

24. San Antonio Health Science Center: Underground Easement to San Antonio City Public Service Board. -- In order to provide primary electrical service to the thermal energy plant serving The University of Texas Health Science Center at San Antonio, the San Antonio City Public Service Board was granted an underground easement under, across and through that certain tract or parcel of land described as Lot 5, Block 6, N. C. B. 12816 (San Antonio Health Science Center land in South Texas Medical Center) in Merton Minter Drive to a point at the northwest corner of the Physical Plant Building, thence to the Thermal Energy Plant.

The Chairman of the Board of Regents was authorized to execute the easement document to the San Antonio City Public Service Board when it has been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

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25. University Cancer Center (Environmental Science Park): Easement to Bluebonnet Electric Cooperative, Inc., for Underground Electric Distribution Service. --To provide electric service to the initial facilities at the Environmental Science Park at Smithville (Buescher Division) of The University of Texas System Cancer Center, Bluebonnet Electric Cooperative, Inc., was granted an easement under, across and through that certain tract or parcel of land containing 717.3 acres, more or less, out of the L. J. Thomas, J. C. Hunt and J. Burleson Surveys in Bastrop County and being the same property described in a deed dated July 16, 1968, from the Parks and Wildlife Department of the State of Texas to the Board of Regents of The University of Texas System, and recorded in Volume 186, pages 366-369, of the Deed Records of Bastrop County, Texas.

The Chairman of the Board of Regents was authorized to execute the instrument when it has been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 48-75). --  
Committee Chairman Clark filed the following Report of the Land and Investment Committee and moved that the actions therein be ratified. This motion was duly seconded and unanimously prevailed:

Though the Chairman of the Board of Regents has authority to execute any document authorized by the Board, either the Associate Deputy Chancellor for Investments, Trusts and Lands or the Deputy Chancellor for Administration may execute, unless otherwise indicated in the report, all necessary instruments authorized in this report that relate to real estate or mineral interests held or controlled by the Board of Regents as a part of the Permanent University Fund or as a part of any Trust or Special Fund when each has been approved as to form by a University attorney and as to content by an appropriate official.

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund and Available University Fund. --The following report with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the current fiscal year through March 1975 was received from the Auditor, Auditing Oil and Gas Production and made a part of this Committee's report:

<u>Permanent University Fund</u>	<u>February 1975</u>	<u>March 1975</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
<u>Royalty</u>				
Oil	\$2,938,085.82	\$2,302,724.22	\$16,338,977.08	\$13,978,204.80
Gas - Regular	1,359,517.36	2,280,335.93	11,057,378.45	4,961,050.99
- F.P.C.	139,365.78	( 1.57)	139,384.32	12.95
- Market Value Settlements	608,410.25	1,303,168.01	6,321,591.54	55,300.00
Water	3,187.50	5,186.78	49,284.03	117,202.19
Salt Brine	863.50	1,555.57	11,305.99	12,081.79
Rental on Mineral Leases	( 133,152.25)	78,880.17	307,940.91	260,568.77
Rental on Water Contracts	- 0 -	- 0 -	4,259.43	44,148.72
Rental on Brine Contracts	- 0 -	- 0 -	200.00	116.62
Amendments and Extensions of Mineral Leases	7,207.89	7,207.89	62,539.02	154,406.98
	<u>4,923,485.85</u>	<u>5,979,057.00</u>	<u>34,292,860.77</u>	<u>19,583,093.81</u>
Bonuses, Mineral Lease Sales, (actual)	- 0 -	- 0 -	7,816,000.00	11,124,800.00
Total, Permanent University Fund	<u>4,923,485.85</u>	<u>5,979,057.00</u>	<u>42,108,860.77</u>	<u>30,707,893.81</u>
<u>Available University Fund</u>				
Rental on Easements	38,928.21	2,294.55	128,446.90	176,468.95
Interest on Easements and Royalty	681.26	795.76	18,901.26	1,668.73
Correction Fees-Easements	- 0 -	- 0 -	- 0 -	- 0 -
Transfer and Relinquishment Fees	1,215.44	1,801.64	4,169.00	3,730.93
Total, Available University Fund	<u>40,824.91</u>	<u>4,891.95</u>	<u>151,517.16</u>	<u>181,868.61</u>
Total, Permanent and Available University Funds	<u>\$4,964,310.76</u>	<u>\$5,983,948.95</u>	<u>\$42,260,377.93</u>	<u>\$30,889,762.42</u>

Oil and Gas Development - March 31, 1975

Acreage Under Lease	732,773
Number of Producing Acres	333,419
Number of Producing Leases	1,475

B. LAND MATTERS

Easements and Surface Leases Nos. 3921-3943 and Material Source Permits Nos. 477-480. -- Easements and Surface Leases Nos. 3921-3943 and Material Source Permits Nos. 477-480 were approved as set out below. All are within the policies of the Board of Regents and all have been approved as to form by a University attorney and as to content by an appropriate official. Payment has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate:

a. Easements and Surface Leases Nos. 3921-3943

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3921	Transwestern Pipeline Company	Pipe Line	Winkler	21	173.76 rds. 10 inch	2/1/75- 1/31/85	\$ 260.64
3922	Texas Electric Service Company (renewal of 2015)	Power Line	Andrews	4, 9, 13	285.27 rds. single pole	4/1/75- 3/31/85	256.74
3923	El Paso Natural Gas Company (renewal of 2059)	Surface Lease (Compressor & drip tank battery site)	Andrews	9	0.52 acre 0.28 acre	8/1/75- 7/31/85	1,000.00 (full)
3924	Southern Union Gas Company (renewal of 2023)	Surface Lease (Cathodic protection unit site)	Ward	17	30' x 600'	4/1/75- 3/31/85	100.00 (full)
3925	Southwest Texas Electric Coop., Inc. (renewal of 2063)	Power Line	Crockett	14	84.3 rds. single pole	6/1/75- 5/31/85	100.00 (min.)
3926	El Paso Natural Gas Company (renewal of 2060)	Surface Lease (Cathodic protection unit site)	Winkler	21	Less than one acre	8/1/75- 7/31/85	100.00 (full)
3927	Gulf Oil Corporation (renewal of 2026)	Pipe Line	Crane	30, 31	2,749 rds. 8 inch	6/1/75- 5/31/85	4,810.75

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3928	Texas Electric Service Company (renewal of 2016)	Power Line	Martin	6, 7	503.52 rds. single pole	4/1/75-3/31/85	\$ 453.17
3929	BTA Oil Producers	Pipe Line	Reagan	10	157.56 rds. 2-7/8 inch	12/5/66-12/4/76	118.18
3930	BTA Oil Producers	Surface Lease (Storage facilities site)	Reagan	10	200' x 150'	12/5/66-12/4/76	750.00 (full)
3931	Intratex Gas Company	Surface Lease (Compressor site)	Crane	31	10 acres	3/1/75-2/28/85	2,300.00 (full)
3932	T. E. McLain (renewal of 2033)	Surface Lease (Site for ingress and egress)	Ward	16	16.5' x 500'	7/1/75-6/30/76*	250.00 (annually)
3933	El Paso Natural Gas Company	Pipe Line	Reagan	49	2.79 rds. 4 1/2 inch	3/1/75-2/28/85	75.00 (min.)
3934	Texas Highway Department	Surface Lease (Material source storage yard site)	Pecos	18	22.024 acres	4/1/75-3/31/85, or as long as needed for IH 10 construction	None
3935	Oran O. Whitten (renewal of 2005)	Surface Lease (Business site)	Ward	16	200' x 170'	4/1/75-3/31/76*	450.00 (annually)

\*Renewable from year to year, but not to exceed a period of ten years.

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3936	The Permian Corporation (renewal of 1983)	Pipe Line	Crockett	31	24.2 rds. 3½ inch	1/1/75- 12/31/84	\$ 75.00 (min.)
3937	John R. Wadsworth Estate	Surface Lease (Agricultural operations site)	El Paso	L	4.2 acres	7/1/75- 6/30/76*	100.00 (annually)
3938	Dorchester Gas Producing Company (renewal of 2034)	Pipe Line	Reagan	2, 9	102 rds. 2 inch 151 rds. 3 inch 477 rds. 4 inch	7/1/75- 6/30/85	730.00
3939	Atlantic Richfield Company (renewal of 2040)	Surface Lease (Salt water disposal contract)	Andrews	9	5 acres	6/1/75- 5/31/76**	400.00 (annually)
3940	Mobil Oil Corporation	Surface Lease (Salt water disposal contract)	Andrews	8	2 acres	6/1/75- 5/31/76**	800.00 (annually)
3941	Phillips Pipe Line Company (renewal of 2031 and 1998)	Pipe Line	Andrews	8, 10	396.61 rds. 4½ inch	5/1/75- 4/30/85	396.61
3942	Phillips Petroleum Company	Pipe Line	Andrews	10	88.12 rds. 4½ inch	1/1/75- 12/31/84	75.00 (min.)

\*Renewable from year to year, but not to exceed a period of ten years.  
 \*\*Renewable from year to year, but not to exceed a period of five years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3943	Delhi Gas Pipeline Corporation	Pipe Line	Crockett	32	1,270.73 rds. 4½ inch	2/1/75- 1/31/85	\$ 953.05

b. Material Source Permits Nos. 477-480

No.	Grantee	County	Location	Quantity	Consideration
477	Lewallen & Wilson Construction Company	Winkler	Block 21	179 cubic yards pad dirt	\$ 75.00
478	Border Road Construction Company	Ward	Block 16	27,606.59 tons caliche	2,484.59
479	Strain Brothers	Pecos	Block 24	5,421 cubic yards borrow	216.84
480	Machen Contracting, Inc.	Ward	Block 16	145 cubic yards chat	145.00

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## C. BOND MATTERS

Permanent University Fund Bonds, New Series 1975, \$14,000,000: Authorization to Issue; Appointment of McCall, Parkhurst and Horton, Bond Counsel, and Appropriation for Miscellaneous Expenses Relating Thereto. --Approval was given to issue Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1975, in the amount of \$14,000,000. Associate Deputy Chancellor Lobb was authorized to advertise for bids for the sale of the bonds, paying agency and printing. The bids will be submitted to the Board of Regents.

The firm of McCall, Parkhurst and Horton was named Bond Counsel.

An appropriation of \$20,000 was authorized to establish an account "Miscellaneous Costs - Permanent University Fund Bonds, New Series 1975." This appropriation will come from bond proceeds and is to pay the Bond Counsel fees, printing of the bonds, postage and other costs of the issue.

These bonds will not be offered for sale later than July 25; however, the definite date will be announced at the Regents' meeting on June 5, 1975.

II. TRUST AND SPECIAL FUNDS

## A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Acceptance of Bequest Under Will of Mary Grace Muse Adkins and Establishment of Benonine Muse Scholarship Fund. --After receiving a report from Associate Deputy Chancellor Lobb with respect to the bequest under the Will of Mary Grace Muse Adkins, and upon Associate Deputy Chancellor Lobb's recommendation, the bequest of Mrs. Adkins which consists of the following was accepted with sincere appreciation:

Cash of \$35,835.46 (There may be an additional \$1,000 or \$2,000 from a contingency reserve held by the bank until all tax matters are cleared.)

As provided in Mrs. Adkins' will, the Benonine Muse Scholarship Fund was established in memory of her deceased sister to provide scholarships for deserving undergraduate and graduate students in the field of library science.

It was noted that Mrs. Adkins gave Professor Emeritus Wilson M. Hudson the right to dispose of her library, appraised at \$4,500, and her collection of photographic materials relating to Texas and Mexican history, appraised at \$7,500, and that Professor Hudson plans to give these to The University of Texas at Austin at which time they will be reported in the docket.

2. U. T. Austin: Anonymous Trust Agreement No. 1 (Donor, Mrs. Sidney Burleson Smith) Report for the Record. --  
On December 7, 1973, the Board of Regents accepted from an anonymous donor a trust agreement with the understanding that the terms would be made of record and reported in the published minutes at a subsequent meeting. The donor of this Anonymous Trust Agreement No. 1, Mrs. Sidney Burleson Smith, is now willing for her name and the purposes of the gift (worth in excess of \$600,000), which is for the ultimate benefit of The University of Texas at Austin, to be reflected in the minutes. However, Mrs. Smith does request that there be no publicity with respect thereto.

A copy of that trust agreement follows: (Pages 55 - 69)

TRUST AGREEMENT

TRUST AGREEMENT made this 7th day of November, 1973, between SIDNEY B. SMITH residing at 10085 Pandora Drive, La Mesa, California, hereinafter called the "Grantor," and THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called the "Trustee."

The Grantor hereby transfers and conveys to the Trustee, the property described in Schedule A, hereto annexed, receipt of which is hereby acknowledged by the Trustee, which is to be held by the Trustee, in trust, for the uses and purposes and on the terms and conditions herein set forth. Said property and all receipts of every kind shall be managed and invested by the Trustee as a single fund, hereinafter called the "Unitrust."

1. Dispositive Provisions. The Trustee's duties with respect to the disposition of the income and principal of the trust fund shall be:

- (a) To pay to or for the use of the Grantor in as nearly equal quarterly installments as possible but in any event not less often than annually, an amount equal to the lesser of (1) the trust income for such taxable year (as defined in Section 643(b) of the Internal

Revenue Code of 1954 and the regulations thereunder) or (2) five percent of the net fair market value of the trust assets valued as of the first day of such taxable year; such amount being herein sometimes referred to as the "Unitrust amount," increased or decreased by subparagraphs (c) relating to short taxable years, (d) relating to the last taxable year, and (f) relating to additional contributions. If the trust income for any taxable year exceeds the amount determined under (2), the payment to the Grantor shall also include such excess income to the extent that the aggregate of the amounts paid to the Grantor in prior years is less than five percent of the aggregate net fair market value of the trust assets for such years. Any income of the trust in excess of such payments shall be added to principal. The Unitrust amount shall be paid to the Grantor for a period beginning at the date of the inception of this trust, and ending at the date of death of the Grantor, such period being herein sometimes referred to as the payment period. The amounts payable to the Grantor by the terms of this Unitrust shall be paid to her on a calendar year basis during every taxable year of the Unitrust prior to the end of the payment period. Payments shall be made during the taxable year or within a reasonable time after the close of the taxable year. Payment shall be made solely in cash.

(b) Whenever the Unitrust is required to be valued for purposes of determining an amount to be paid to the Grantor, it shall be valued at its net fair market value, on the valuation date in such manner as the Trustee in its discretion shall determine, provided however, that no valuation shall be made in such manner as would

disqualify this Unitrust as a charitable remainder unitrust. In computing the net fair market value of the Unitrust assets, there shall be taken into account all assets and liabilities without regard to whether particular items are taken into account in determining any amounts payable by the terms of this Unitrust. The Trustee shall select the annual valuation date to be used in computing the Unitrust amount (except that in no event shall an average of valuations made on more than one date be used in computing the Unitrust amount). In the case where the net fair market value of the Unitrust assets is incorrectly determined by the Trustee, the Trustee shall pay to the Grantor (in the case of an undervaluation), or shall receive from the Grantor (in the case of an overvaluation) an amount equal to the difference between the amount which the Unitrust should have paid to the Grantor if the correct value were used and the amount actually paid the Grantor. Such payments or repayments shall be made within a reasonable period after the final determination of such value.

(c) In the case of a taxable year which is for a period of less than 12 months other than the taxable year in which occurs the end of the payment period:

(1) The amount which shall be paid to the Grantor shall be the Unitrust amount multiplied by a fraction the numerator of which is the number of days in the taxable year of the Unitrust and the denominator of which is 365 (366 if February 29th is a day included in the numerator); and

(2) If no valuation date occurs before the end of the taxable year of the Unitrust, the Unitrust assets shall be valued on the last day of the taxable year of the Unitrust.

(d) In the case of the taxable year in which occurs the end of the payment period, the amount which shall be paid to the Grantor for such year shall be the Unitrust amount multiplied by a fraction, the numerator of which is the number of days between the beginning of such taxable year and the end of the payment period, and the denominator of which is 365 (366 if February 29th is a day included in the numerator), and if no valuation date occurs before the end of such period, the Unitrust assets shall be valued on the last day of such period.

(e) At the end of the payment period, the entire corpus of the Unitrust shall be divided into four (4) equal portions and shall be irrevocably transferred by the Trustee to and among the following public charitable educational funds as follows:

(1) One portion shall be used to establish the ADELE STEINER BURLESON LOAN-SCHOLARSHIP FUND FOR ENGLISH STUDENTS at the University of Texas, Austin, Texas;

(2) One portion shall be used to establish the RALPH STEINER M. D. LOAN-SCHOLARSHIP FUND FOR PRE-MEDICAL STUDENTS at the University of Texas, Austin, Texas; and

(3) Two portions shall be added to the assets and accrual which the Trustee shall receive under the terms of two earlier agreements executed by the Grantor and her husband, BRYANT SMITH, and the Trustee thereunder on September 30, 1959 and December 22, 1970.

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Recipients of aid from the funds set forth above shall be chosen in accordance with the administrative procedures established by the Board of Regents of The University of Texas System at the time the grants are made. If the Board of Regents of the University of Texas System or its successor is not an organization described in Section 170(c) of the Internal Revenue Code at the time when any amount is to be irrevocably transferred to it, the Trustee shall transfer such amount to one or more organizations which are described in Internal Revenue Code Section 170(c) which the Trustee, in its sole discretion, determines is consistent with the charitable motivations of the Grantor.

(f) If any additional contributions by the Grantor are made to the trust after the initial contribution in trust, the Unitrust amount for the fiscal year in which the assets are added to the trust shall be five percent of the sum of (1) the net fair market value of the trust assets (excluding the assets so added and any income from, or appreciation on, such assets) and (2) that proportion of the value of the assets so added that was excluded under (1) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the fiscal year or the Grantor's death bears to the number of days in the period which begins on the first day of such fiscal year and ends with the earlier of the last day in such fiscal year or the Grantor's death. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of contribution.

(g) Additional contributions may be made to this Unitrust from time to time in cash or in kind or partly in each by any person, provided, however, the Trustee may in its sole discretion refuse to accept any such contribution. For purposes of the taxable year of the Unitrust in which any additional contribution is made to the Unitrust:

(1) Where no valuation date occurs after the time of the contribution and during the taxable year in which the contribution is made, the additional property shall be valued at the time of contribution; and

(2) The amount which shall be paid to the Grantor shall be computed by multiplying five percent (5%) by the sum of (A) the net fair market value of the Unitrust assets (excluding the value of the additional property and any earned income from and any appreciation on such property after its contribution); and (B) that proportion of the value of the additional property (that was excluded under subdivision (A) of this subparagraph), which the number of days (including the day of transfer) remaining in the taxable year of the Unitrust bears to the total number of days in that taxable year of the Unitrust; provided, however, that in the case of an additional contribution made to the Unitrust during a short taxable year, or during a year in which a payment shall be deferred, or during the last taxable year of the Unitrust, the amounts payable to the Grantor shall be computed with due regard to all applicable provisions of this Unitrust.

(h) The Trustee is prohibited from engaging in any act of self-dealing, as defined in Section 4941(d) of the Internal Revenue Code, from retaining any excess business holdings, as defined in Section 4943(c), from making any investments in such manner as to subject the Unitrust to tax under Section 4944, and from making any taxable expenditures as defined in Section 4945(d). After the death of the Grantor and until such time as the Unitrust fund is distributed, the Trustee shall distribute the net income from the Unitrust and to the extent necessary such portion of the principal thereof at such time and in such manner as not to subject the Unitrust to tax under Section 4942, of the Internal Revenue Code. The purpose of the foregoing sentence is to comply with the provisions of Section 508(e), to the extent such provisions are applicable to this Unitrust.

(i) The Unitrust shall not be subject to any power to invade, alter, amend, or revoke.

(1) It is the Grantor's intention that this Unitrust shall qualify as a charitable remainder unitrust under the applicable provisions of the Internal Revenue Code and regulations.

(2) Notwithstanding any other provisions of this trust, the Trustee is prohibited from exercising any power or discretion in such manner as to cause this Unitrust to fail to qualify as a charitable remainder unitrust as defined in Section 664(d)(2) of the Internal Revenue Code,



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including, but not limited to, any power or discretion which may in any way restrict the Trustee from investing the Unitrust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of the Unitrust assets.

(j) The references contained herein to the Internal Revenue Code, and regulations, are to the Internal Revenue Code of 1954, as amended, and as may be from time to time hereafter amended, and to the Treasury Department Regulations, as amended, and as may be from time to time hereafter published and amended.

2. Powers of Trustee. In addition to the powers, authorities, discretions, and immunities now or hereafter given to Trustees by law, and in amplification (but not in limitation) thereof, the Trustee and each successor Trustee, is authorized and empowered, in its sole and absolute discretion, to:

(a) Hold, as a part of the Trust Principal, any property which constituted a part of the original Trust Principal, for so long as the Trustee shall deem advisable, and the Trustee shall not be liable or responsible to any person or persons interested in the Trust for any depreciation in or loss of principal or income occasioned by so continuing to hold any such property.

(b) Sell, without order of any Court, either at public or private sale (giving credit for more than one year and without requiring the giving of any security

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if, in his discretion, he deems it advisable so to do), or exchange or otherwise dispose of, the whole or any portion or portions of the real or personal property which shall at any time be held hereunder by the Trustee, upon such terms and conditions as the Trustee may deem advisable.

(c) Borrow money, at any time or times, and upon such terms and conditions as the Trustee may deem advisable or proper, for the purpose of meeting any and all charges against the trust or for any other purpose of administration whatsoever, or for the preservation, improvement, enhancement in value, or betterment thereof, and, in connection with any such borrowing, the Trustee may pledge, hypothecate, create security interests in, or mortgage the whole or any portion or portions of the real or personal property which shall at any time be held hereunder by the Trustee if it, in its sole and absolute discretion, deems it advisable so to do.

(d) Set up, maintain, and carry with any broker or securities dealer one or more margin accounts for the trust, and purchase and carry securities on margin for or on account of the Trust Principal, and, in connection therewith, the Trustee may enter into such margin agreements as may be required by such broker or dealer.

(e) Invest, and from time to time reinvest, the Trust Principal in any form of investment which the Trustee, in its sole and absolute discretion, shall

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determine, without restriction to investments of the nature and kind prescribed by law for the investment of trust funds, and the Trustee shall not be liable or responsible to any person or persons interested in the trust for any depreciation in or loss of principal or income occasioned by any such investment or by the retention thereof.

(f) Vote, in person or by proxy, upon all stock or other securities held by him; participate in any plan of reorganization, consolidation, merger, combination, recapitalization, liquidation, or similar plan; consent to such plan and any action thereunder or any contract, lease, mortgage, purchase sale, or other action by any corporation; deposit any property with any protective, reorganization, or similar committee and delegate discretionary powers thereto and share in the payment of its expenses and compensation; and accept and retain securities or other property under any such plan, whether or not such securities or other property shall be of the nature and kind prescribed by law for the investment of trust funds.

(g) Determine, in any case where doubt exists under the facts or applicable law, whether any charges, expenses or disbursements incurred or paid by it shall be charged against principal or income, and the extent or proportion of any such charge, expense, or disbursement which is to be charged against principal or income, and the judgment and decision of the Trustee with respect thereto shall be final.

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(h) Treat, in its discretion, any extraordinary dividends payable in any stock or other securities, and also any liquidating dividends, as principal and not as income, or partly as income and partly as principal, but ordinarily dividends paid in any stock or other securities regularly by a corporation in lieu of, or in addition to, regular cash dividends, and all dividends accumulated on any preferred stock by the Trustee shall, if declared, be considered income and not principal, provided, however, that in any case where doubt exists under the facts or applicable law, the determination of the Trustee as to whether any dividend shall be apportioned or allocated in whole or in part to principal or income, and its apportionment or allocation thereof, shall be final.

(i) Settle, adjust, compromise, or arbitrate any and all claims in favor of or against the trust or any disputes or controversies in which the trust may be interested, or abandon any such claim, and the cause of action on which it is based if it, in its sole and absolute discretion, deems it advisable so to do.

(j) Retain, hire, and employ agents, attorneys, custodians, accountants, investment counsel and such other persons as the Trustee may deem advisable in connection with the administration of the trust, and pay the compensation of such persons and delegate to such persons such powers and authorities as the Trustee may deem advisable.

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(k) Hold any property in its own name in its name as Trustee, or in the name of nominees, with or without indicating the fiduciary character of such property.

3. Governing Law. This Declaration of Trust shall be governed by, and shall be construed in accordance with, the laws of the State of Texas, which is the State where it is made and executed and where the trust is intended to be enforced.

4. Acceptance of Trust. The Trustee hereby accepts the trust, upon the terms and conditions herein set forth, and agrees to execute, carry out and perform the trust in accordance with the terms and conditions of this Declaration of Trust.

IN WITNESS WHEREOF the Grantor has executed this Declaration of Trust, the day and year first above written.

Sidney B. Smith  
Sidney B. Smith

ATTEST:

William M. Hedrick  
Secretary, Board of Regents of  
The University of Texas System

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

BY W. T. Hill  
Associate Deputy Chancellor for  
Investments, Trusts and Lands

C.:

WLF

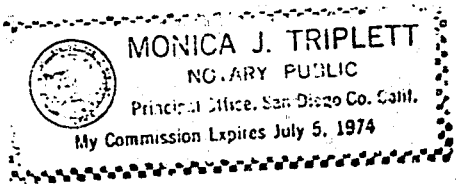
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State of California )  
County of San Diego ) ss

BEFORE ME, the undersigned notary public, on this day personally appeared, SIDNEY B. SMITH, known to me to be the person whose name is subscribed to the foregoing instrument of twelve (12) pages, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 7th day of November, 1973.



*Monica J. Triplett*  
Notary Public in and for the  
County of San Diego, State of  
California.

State of Texas )  
County of Travis )

BEFORE ME, the undersigned authority, on this day personally appeared W. L. LOBB, Associate Deputy Chancellor for Investments, Trusts and Lands of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the Board of Regents of The University of Texas System and that he executed the same as the act and deed of such Board for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of December, 1973.

*Patricia M. Singer*  
Notary Public in and for  
Travis County, Texas

SCHEDULE A

Two hundred twenty-seven (227) acres of land out of the Santiago del Valley Grant in Travis County, Texas, situated on Williamson Creek about six and one-half miles Southeast from the City of Austin, Travis County, Texas, described by metes and bounds in three adjacent tracts, as follows, to-wit:

First Tract: One Hundred (100) acres described by metes and bounds as follows: Beginning at an Elm 16 inches in diameter in small branch blazed on three sides and marked X; Thence South 30° West with the line of fence 626 vrs., to stake and corner at planted rock; Thence South 60° East 900 vrs. to planted stone from which an Elm 14 inches in diameter bears S. 53° W. 144 vrs; Thence North 30° East 720 vrs. to planted rock; Thence North 71° West with line of fence of the Thos. F. McKinney tract 923 vrs. to the place of beginning; this tract being the same land conveyed to Maggie A. Taylor, by Thos. F. McKinney and wife by deed dated May 26, 1872, of record in the Deed Records of said Travis County, Texas, in Vol "W" page 514, and the foregoing field notes being in accordance with said Deed.

Second Tract: One Hundred two (102) acres of land being described by metes and bounds as follows: Beginning at the corner of a 100 acre survey sold to Todd, on the Northwest bank of Williamson Creek at a sycamore tree, blazed on four sides from which a double sycamore 8 inches in diameter bears 70° W. 2-1/2 vrs. an Elm 10 inches in diameter bears S. 37-1/2° E. 7 vrs.; Thence North 60° W. 452 vrs. to stake and mound on the North line of said 100 acre tract; Thence North 30° East passing southeast corner of Lowry's 100 acre tract, being the tract hereinabove described 906-1/2 vrs. to a stake for Thence South 30° West 333 vrs. to corner on North bank of Williamson Creek; Thence with the meanders of said creek to the place of beginning, being the same land conveyed by David A. Todd to the said R. W. Lowry by Deed dated March 23, 1882, of record in the Deed Records of Travis County, Texas, Vol. 52, page 139, the foregoing field notes being in accordance with said Deed.

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Third Tract: 25 acres of land described by metes and bounds as follows: Beginning at the Northeast corner of the 102 acre tract, hereinbefore described; Thence North 30° East 221 vrs.; Thence South 60° East 648 vrs. to stake and corner; Thence South 30° West 221 vrs. to stake and corner; Thence North 60° West 648 vrs. to the place of beginning; being the same land conveyed by Anna G. McKinney to the said R. W. Lowry, by Deed dated April 24, 1882, of record in the Deed Records of Travis County, Texas, in Vol. 52, page 305, the foregoing field notes being in accordance with said Deed.



3. U. T. Austin: Acceptance of Gifts for and Establishment of Ernest Cockrell, Jr., Memorial Professorship in Engineering. --The following gifts to the Engineering Foundation were accepted for the purpose of establishing the Ernest Cockrell, Jr., Memorial Professorship in Engineering at The University of Texas at Austin:

- a. Mrs. Carol Cockrell Jennings  
and Mr. Ernest H. Cockrell      \$50,000 \*
- b. Friends of Mr. Cockrell      \$ 3,465 \*

Also for the Ernest Cockrell, Jr., Memorial Professorship, Bright Star Foundation, Dallas, Texas, has dedicated \$25,000 and has received (a) \$25,000 from Pennzoil Company and (b) \$1,000 from Baine P. and Mildren C. Kerr Foundation of Houston, making a total of \$51,000.

Based on this endowment of \$104,465 (\$53,465 to the Engineering Foundation and \$51,000 to the Bright Star Foundation), the Land and Investment Committee authorized by unanimous vote the establishment of the Ernest Cockrell, Jr., Memorial Professorship in Engineering at U. T. Austin.

4. U. T. Austin: Establishment of Vertebrate Paleontology Fund for Department of Geological Sciences. --Approval was given to the recommendation of President Rogers and Associate Deputy Chancellor Lobb to establish the Vertebrate Paleontology Fund as a new endowment account in the Common Trust Fund with income to be used to further teaching and research in that field in the Department of Geological Sciences at The University of Texas at Austin. Approximately \$13,500 that had been received by the Geology Foundation as unrestricted gifts from various donors was transferred to this new endowment account.
5. Dallas Health Science Center (Dallas Southwestern Medical School): Establishment of Jack A. Pritchard Professorship in the Department of Obstetrics and Gynecology. --Associate Deputy Chancellor Lobb reported that through the years the faculty members in the Department of Obstetrics and Gynecology had accumulated a reserve fund out of their departmental trust created from professional income and that the members of the Department would like to transfer \$100,000 from this fund to the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas for the purpose of endowing a professorship in honor of Dr. Jack A. Pritchard.

\* These gifts will be reported in the Chancellor's Docket for June 5, 1975.

Upon recommendation of President Sprague, joined by Associate Deputy Chancellor Lobb and Chancellor LeMaistre, the sum of \$100,000 from the reserve fund of the members of the Department of Obstetrics and Gynecology was gratefully accepted, and the Jack A. Pritchard Professorship in the Department of Obstetrics and Gynecology was established at the Dallas Southwestern Medical School.

Dr. Pritchard during his tenure as Chairman of the Department of Obstetrics and Gynecology developed the Department into one of the foremost in the country. This is in recognition of his great contribution.

It was noted that the individual to be named to this Professorship will be recommended through the Medical Affairs Committee at the appropriate time.

6. Galveston Medical Branch (Galveston Medical School):  
Acceptance of Molloy H. and Faye K. Miller Memorial Fund. -- Associate Deputy Chancellor Lobb reported that \$132,000 had been received from the bequest of Molloy H. Miller whose Will provides:

"One-half to the University of Texas Medical College, Galveston, Texas Branch, to be used as a scholarship fund or scholarship loan fund to assist needy medical students, at the discretion of the Dean of the medical college, said share to be combined with any assets received from the estate of my wife, Faye, said entire fund to be known and administered as the 'Molloy H. and Faye K. Miller Memorial Fund.'"

Mr. Miller died in November 1973 and his wife preceded him in death several years earlier. Mrs. Miller left her residuary estate in trust with income for life to Mr. Miller and then to her sister and then one-half to the Fund for Galveston Medical School. The sister still survives; and the trust, with a present carrying value of about \$240,000, is with The Citizens National Bank of Waco as Trustee.

The Land and Investment Committee accepted one-half of the residuary estate in the bequest of Molloy H. Miller and established the Molloy H. and Faye K. Miller Memorial Fund at the Galveston Medical School. It was ordered that the income from this fund be used for scholarships at The University of Texas Medical Branch at Galveston with the understanding that when and if the need arises for additional loan funds at Galveston Medical School, the President of the Galveston Medical Branch has authority to withdraw a reasonable portion of the principal to be used for student loans.

## B. REAL ESTATE MATTERS

1. U. T. Austin - Balcones Research Center: Water Line Easement to City of Austin. --At the request of the City of Austin and upon the recommendation of Associate Deputy Chancellor Lobb, a 30-foot wide water line easement was granted to the City of Austin for a 36-inch fresh water line to serve the area adjacent to the Balcones Research Center at The University of Texas at Austin. This easement will be adjacent to the North property line and parallel to the Proposed Loop 360 right-of-way. It will run from U. S. Highway 183 to F. M. 1325.
2. U. T. Austin - Lundell Professorship of Systematic Botany: Street Deed to City of Plano, Texas. --Approval was given to the request of the City of Plano, Texas, for a street deed to 612.5 square feet in an unimproved lot located at the southeast corner of 16th Street and Avenue "E" in the City of Plano (Lundell Professorship of Systematic Botany at The University of Texas at Austin) for a total cash consideration of \$918.75 (damages at \$1.50 per square foot). The City needs this land in order to widen 16th Street.
3. U. T. Austin - Hogg Foundation - Will C. Hogg Memorial Fund: Authorization for Joinder in Oil and Gas Lease to Cecil V. Hagen on Interest in 200 Acres, Wharton County, Texas. --Approval was given to join in an oil and gas lease to Cecil V. Hagen of Houston, Texas, covering 200 acres in the Stephen F. Austin Survey, Abstract No. 2, Wharton County, Texas, situated on the flank of the Boling Salt Dome (Will C. Hogg Memorial Fund). The lease will be for a primary term of 9 months and with royalty of 3/16ths. There is no bonus, but the lessee agrees to pay liquidated damages if a well is not drilled during the primary term and the University's share would be \$125. The Board of Regents holds 1/16th of the minerals for the Will C. Hogg Memorial Fund. Miss Ima Hogg, Mrs. Hanszen and Mrs. Markus are joining in the lease as is the Gary family who owns 3/4ths of the minerals.
4. U. T. Austin - Hogg Foundation - Will C. Hogg Memorial Fund - Thomas E. Hogg Estate: Joinder in Easement with Mrs. Margaret Wells Markus to Brazoria County and Sale of Small Tract to Tenneco Realty, J. H. Bell 1-1/2 Leagues, Brazoria County, Texas. --Approval was given to join with Mrs. Margaret Wells Markus in the granting of a road easement amounting to 1.453 acres to Brazoria County and a deed with all minerals reserved to Tenneco Realty covering .942 acre, both tracts being in the J. H. Bell 1-1/2 Leagues, Abstract No. 40, Brazoria County, Texas (Will C. Hogg Memorial Fund - Thomas E. Hogg Estate). The cash consideration in each transaction is \$600 per acre. This easement is needed by Brazoria County for its improvements of County Road No. 25.

Mr. Thomas Hogg left his residuary estate to his wife, now Mrs. Margaret Wells Markus, for life, then to the University for the Hogg Foundation. In an agreement with the Board in 1953 proceeds of any sales are paid over to Mrs. Markus for management and investment.

5. U. T. El Paso - Josephine Clardy Fox Fund: Extension of Lease of Property at 5110 E. Alameda, El Paso, Texas, to B & B Vending Company. --Upon the recommendation of Associate Deputy Chancellor Lobb, the lease to B & B Vending Company (originally authorized February 4, 1972, to James C. Finlay with B & B Vending Company as a guarantor, and expiring February 14, 1976) covering one of the assets of the Josephine Clardy Fox Estate, being a lot of approximately 11,000 square feet located in the Bennett Survey No. 11 in El Paso, Texas, and locally known as El Camino Lounge at 5110 E. Alameda Street, at a monthly rental of \$300 was extended for a two-year period ending February 14, 1978, at a monthly rental of \$325, all other terms and conditions remaining the same.
6. U. T. El Paso - Josephine Clardy Fox Estate: Ground Lease to Mr. Lloyd E. Innerarity, Midland, Texas, on 12,000 Square Feet Out of Tract 34, Elijah Bennett Survey #11, El Paso Drive and Alameda Street, City of El Paso, Texas. --The proposed ground lease to Mr. Lloyd E. Innerarity, Midland, Texas, on 12,000 square feet of land located in Tract 34, Elijah Bennett Survey No. 11, bounded by El Paso Drive and Alameda Street in the City of El Paso, Texas (Josephine Clardy Fox Estate) at a 9% return on the appraised value was approved at a 10% return. The lease was granted for ten years with 3 ten-year options at an initial annual rental of \$2,400, which represents a 10% return on the appraised value of \$2 per square foot.

It is understood that the granting of this lease is made subject to Mr. Innerarity's being the successful bidder on a sublease to the State Commission for the Blind under the terms of which he will construct an office building for that State agency.

#### C. BOND MATTERS

University Cancer Center (M. D. Anderson) - Central Food Service Facility: Authorization (1) to Issue Bonds in Amount of \$4,770,000 in Name of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston to U. S. Government, Secretary of Health, Education and Welfare; (2) to Issue \$2,500,000 Board of Regents of The University of Texas System, M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1975; (3) to Appoint McCall, Parkhurst and Horton, Dallas, Texas, Bond Counsel; (4) to Appoint Mr. Sam Maclin,

San Antonio, Texas, Bond Consultant; (5) to Advertise for Bids for Sale of the Bonds, Paying Agent and Printing Thereof; and (6) to Establish Miscellaneous Cost Accounts for Each Issue. --The following resolution was adopted:

WHEREAS, A Central Food Service Facility to be located in Houston, Texas, to serve the M. D. Anderson Hospital and Tumor Institute at Houston, The University of Texas Hospitals at Galveston and the teaching hospital being built by the Hermann Hospital Estate of The University of Texas Medical School at Houston has been authorized;

WHEREAS, On March 9, 1974, the Texas State Board of Health tentatively approved for this project the application for funds under the Hill-Burton Program for \$1,000,000 grant funds and \$4,770,000 loan funds;

WHEREAS, The Board of Regents has previously allocated \$2,500,000 for this project out of the \$34,500,000 Board of Regents of The University of Texas System, The University of Texas Medical Branch at Galveston, Endowment and Hospital Revenue Bonds, Series 1973; and

WHEREAS, Two additional bond issues are necessary to aid in financing the construction of the Central Food Service Facility: (1) \$4,770,000 under Hill-Burton program and (2) \$2,500,000 Endowment and Hospital Revenue Bonds; now, therefore, be it

RESOLVED, (1) That bonds in the amount of \$4,770,000 be issued in the name of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston to the United States Government, Secretary of Health, Education and Welfare under the Hill-Burton Program; (2) That \$2,500,000 Board of Regents of The University of Texas System, M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1975, be issued as additional parity bonds to the previously issued and outstanding \$16,000,000 M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1972; (3) That the firm of McCall, Parkhurst and Horton, Dallas, Texas, be named Bond Counsel; (4) That Mr. Sam Maclin, San Antonio, Texas, be named Bond Consultant; (5) That System Administration be authorized to advertise for bids for the sale of the bonds, paying agent and printing thereof, all of which shall be submitted to the Board of Regents at a subsequent meeting for approval; and (6) That a miscellaneous cost account for each issue be established as follows to pay bond counsel fees, bond consultant fees, rating of the bonds, printing of the bonds and other miscellaneous costs: (a) \$20,000 for the \$4,770,000 issue and (b) \$15,000 for the \$2,500,000 issue.

### III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of January and February 1975. --The Report of Securities Transactions for Permanent University Fund and for Trust and Special Funds for January and February 1975, submitted by the Office of Investments, Trusts and Lands, was received. It is attached (Attachment No. 2) following Page N-13 of Attachment No. 1 and made a part of these Minutes.

At the close of the report, Committee Chairman Clark announced that Mr. Billy Carr, University Land Agent, is to receive The Business and Professional Man's Award of the 1975 Texas Conservation Awards Program in Fort Worth on Friday, May 2, 1975, at a banquet to be held at the Sheraton-Fort Worth Hotel.

REPORT OF MEDICAL AFFAIRS COMMITTEE (Pages 76 - 87 ). -- Committee Chairman Nelson filed the following report of the Medical Affairs Committee and moved its adoption. He stated that all actions had been taken in open session. The motion unanimously prevailed:

1. Dallas Health Science Center (Dallas Allied Health Sciences School): Affiliation Agreements with Southwestern Dialysis Center, St. Paul Hospital, Visiting Nurses Association of Dallas and Presbyterian Village of Dallas (Dallas, Texas), and Richland Hills Retirement Center, Richland Hills, Texas. -- Upon recommendation of President Sprague, concurred in by Chancellor LeMaistre, affiliation agreements were authorized with the facilities listed below for the clinical training of allied health students at the Dallas Allied Health Sciences School of The University of Texas Health Science Center at Dallas:

<u>Clinical Facility</u>	<u>Location</u>	<u>Specialty</u>
Southwestern Dialysis Center	Dallas	Rehabilitation Science
St. Paul Hospital	Dallas	Dietetics
Visiting Nurses Association of Dallas	Dallas	Health Care Administration
Presbyterian Village of Dallas	Dallas	Health Care Administration
Richland Hills Retirement Center	Richland Hills	Health Care Administration

These agreements are the same as the model agreement approved by the Board of Regents on March 6, 1970. The Chairman of the Board of Regents was authorized to execute each instrument when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration and the Assistant to the Chancellor for Health Affairs.

Committee Chairman Nelson pointed out that these additional agreements for this expanding School of Allied Health Sciences will increase and diversify clinical training outlets in each of these specialty areas.

2. Galveston Medical Branch (Galveston Medical School): Affiliation Agreement with William Beaumont Army Medical Center, El Paso, Texas. -- An affiliation agreement between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Medical Branch at Galveston, and the U. S. Army medical facility, William Beaumont Army Medical Center at El Paso, Texas, was approved as set out on Pages 77-81. The Chairman of the Board of Regents was authorized to execute this agreement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration and the Assistant to the Chancellor for Health Affairs.

President Levin advised that this agreement will provide clinical rotations for fourth year medical students:

AFFILIATION AGREEMENT

STATE OF TEXAS           X  
                                   X  
 COUNTY OF GALVESTON   X

This AGREEMENT is executed on \_\_\_\_\_, 1975  
 between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS  
 SYSTEM, for and on behalf of The University of Texas Medical  
 Branch at Galveston, hereinafter referred to as "the Medical  
 Branch," and the U. S. Army medical facility, William  
 Beaumont Army Medical Center, hereinafter referred to as  
 "the Center."

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual  
 interest and advantage that the Medical Branch be given the  
 opportunity to utilize the Center for educational purposes,  
 to wit:

I. BACKGROUND

1. The Medical Branch has established an approved professional program of special training in preparation for an undergraduate medical student clinical teaching program. The program requires clinical facilities where the student can obtain the clinical learning experience required in the curriculum.
2. The Center has the needed clinical facilities for student trainees at the Medical Branch, to obtain part of the clinical learning experiences required. It is to the benefit of the Medical Branch for student trainees to use the clinical facilities of the Center to obtain their clinical learning experience.



3. The Center will benefit from making clinical facilities available to student trainees of the Medical Branch. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of physicians.
4. Clinical trainees, during clinical training at the Center, will be under the jurisdiction of the Center's officials for training purposes and will follow the Center's rules.
5. The affiliation is controlled by and subject to title 5, US Code, section 5351-6, 8144, and 8331-2, and AR 350-222.

## II. UNDERSTANDING

1. The Center will:
  - a. Make available the clinical and related facilities needed for the clinical learning experience in medicine by students enrolled in the basic professional medical program at the Medical Branch, for such learning experience under the supervision of the Medical Branch.
  - b. Arrange clinical learning experience schedules that will not conflict with those of the Medical Branch.
  - c. Designate a Medical Corps officer to coordinate the trainees' clinical learning experience in the medical service. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the Center.

- d. Provide, whenever possible, in connection with trainees' clinical learning experience, reasonable classroom, conference room, office, and storage space for participating trainees and their faculty or staff supervisors, if assigned, and if feasible, dressing and locker room space.
  - e. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the Medical Branch.
  - f. Provide, on a space available basis, quarters, shuttle bus service, and meals in the dining facility provided the student pays for same. In addition, civilian students will have limited Post Exchange privileges and the use of recreational facilities within the limits of WBAMC. This authorization includes the utilization of the theaters at Fort Bliss.
2. The Medical Branch will:
- a. Provide the commanding officer of the Center with the number of trainees to be assigned, the dates and hours they will be assigned, and the clinical service to which they will be assigned by the beginning of each training period
  - b. Where indicated, and upon mutual agreement, provide faculty or staff members to assume the responsibility for instruction and supervision of the trainees' clinical learning experiences.
  - c. Have the faculty or staff member, if any, coordinate with designated Medical Corps officers, the assignment that will be assumed by the trainees while participating in their clinical learning

- experience, and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the Center.
- d. Provide and maintain the personal records and reports necessary for conducting the trainees' clinical learning experience.
  - e. Enforce rules and regulations governing the trainees that are mutually agreed on by the Medical Branch and the Center.
  - f. Be responsible for health examinations and such other medical examinations and protective measures as the Center and Medical Branch mutually find to be necessary.
  - g. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical learning experience that has not been approved for release by the Center and the Medical Branch.

III. TRAINING

The training term shall parallel the calendar of the Medical Branch. This agreement may be terminated by either party or an individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

By \_\_\_\_\_

ATTEST:

WILLIAM BEAUMONT ARMY  
MEDICAL CENTER

By \_\_\_\_\_

Robert M. Hardaway, III, M.D.  
Brigadier General, MC  
Commanding

APPROVED as to Form:

APPROVED as to Content:

\_\_\_\_\_  
University Attorney

\_\_\_\_\_  
Deputy Chancellor  
for Administration

\_\_\_\_\_  
Assistant to the Chancellor  
for Health Affairs

3. Galveston Medical Branch (Galveston Medical School): Increased Rates for Dormitories and Apartments (Amendment to Catalog). -- Approval was given to increase the rental rates for dormitories and apartments at the Galveston Medical School of The University of Texas Medical Branch at Galveston, effective September 1, 1975, as set out below, and it was ordered that the catalog for The University of Texas Medical Branch at Galveston be amended to reflect the rate increases:

<u>Dormitory</u>	<u>Monthly Rate</u>
Semi-private Room	\$ 47.50
Private Room	72.50
 <u>Apartment</u>	
Two Persons per Apartment	\$ 120.00
Three Persons per Apartment	145.00

The new rates are in keeping with current cost of operations and escalations. It was noted that the rates were last increased in September 1974.

No change was made in the deposit but all tenants of dormitory facilities are required to make a \$20 deposit and all tenants of apartments are required to make a \$30 deposit. When the student and/or employee moves from the facility, the deposit will be refunded subject to damages to furniture, equipment and buildings.

As a matter of information, there are six dormitories at the Galveston Medical Branch and one apartment building; however, there are only three dormitories in operation (Morgan, League and the upper floor of Bethel) and one apartment building (Nelson Hall).

4. Houston Health Science Center (Houston Allied Health Sciences School) and University Cancer Center (M. D. Anderson): Report Regarding Coordinating Board Action Subject to Regents' Approval and Authorization for (a) Administrative Organization; (b) Transfer of 5 Certificate Programs; and (c) Establishment of 5 New Programs (Catalog Change). --Chancellor LeMaistre presented and endorsed the recommendation of President Berry with respect to initiating and formalizing the Houston Allied Health Sciences School of The University of Texas Health Science Center at Houston. In his presentation, he stated that because of the time element involved, recommendations regarding the Houston Allied Health Sciences School were presented to the Coordinating Board for its consideration at the April 18 meeting with the understanding that any action taken by the Coordinating Board would be subject to the Board of Regents' approval before implementation. The time element was due to the fact that new programs and items of this nature are considered only twice a year by the Coordinating Board - in October and April, and it was hoped that following formal approval legislative funding for these 5 new programs could be provided.

After reviewing the recommendations for the Houston Allied Health Sciences School of The University of Texas Health Science Center at Houston, the following were approved:

- a. An administrative organization to be headed by a dean

and composed of the following 5 divisions within which the several allied health programs will be situated:

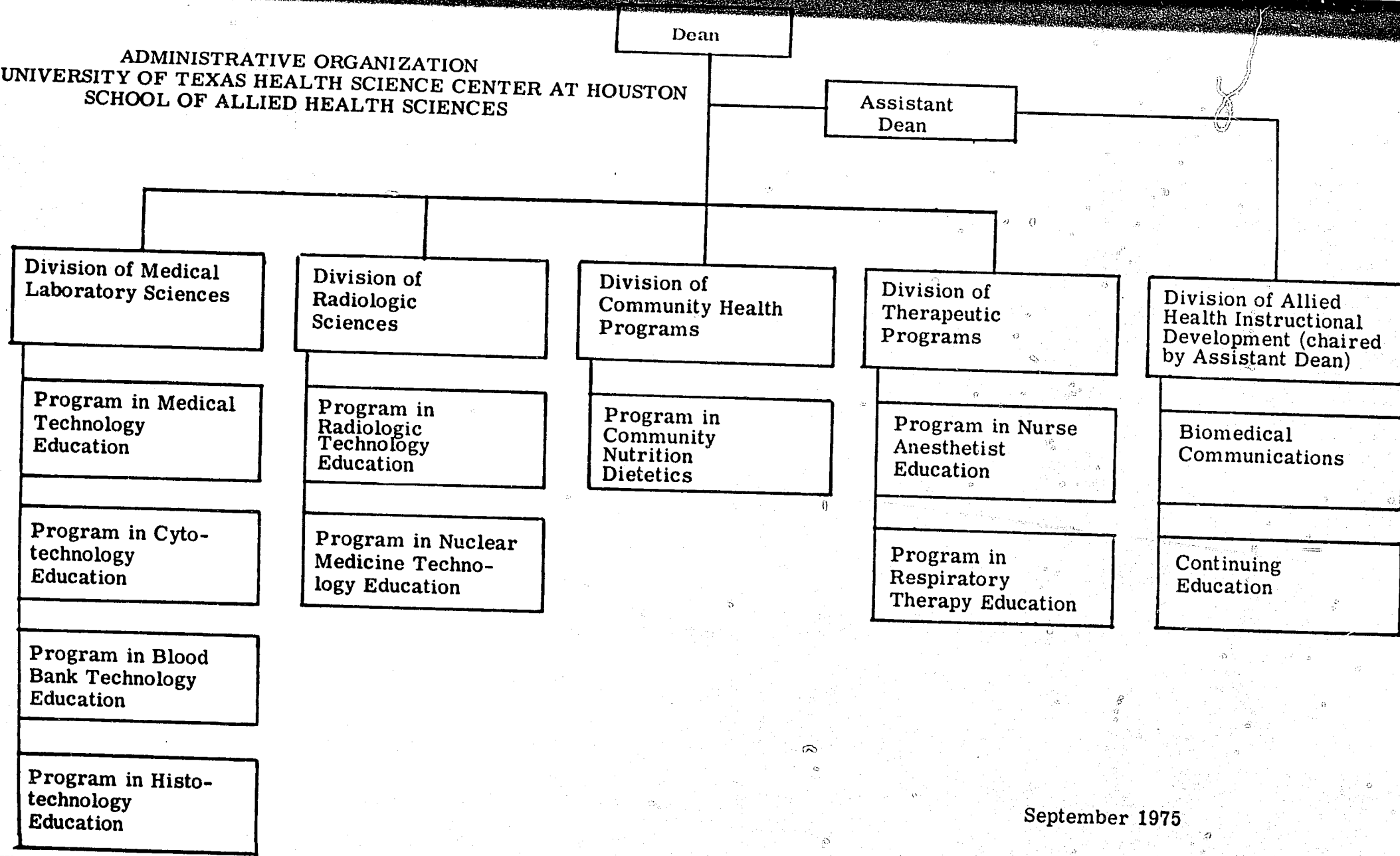
- (1) Division of Medical Laboratory Sciences
  - (2) Division of Radiologic Sciences
  - (3) Division of Community Health Programs
  - (4) Division of Therapeutic Programs
  - (5) Division of Allied Health Instructional Development
- b. The transfer of the following 5 certificate programs from M. D. Anderson and Hermann Hospital as indicated:
- (1) Certificate in Radiologic Technology (from M. D. Anderson and Hermann Hospital)
  - (2) Certificate in Medical Technology (from M. D. Anderson)
  - (3) Certificate in Cytotechnology (from M. D. Anderson)
  - (4) Certificate in Blood Bank Technology (from M. D. Anderson)
  - (5) Certificate in Histotechnology (from M. D. Anderson)
- c. The establishment during 1975-77 of the following 5 new programs:
- (1) Respiratory Therapy at two levels:
    - (a) 12 month post-secondary certificate level, called Certified Respiratory Therapy Technician
    - (b) 2 year upper division baccalaureate program in Respiratory Therapy
  - (2) Nurse Anesthesia as a 24 month upper division certificate program
  - (3) Nuclear Medicine Technology as a 2 year upper division baccalaureate program
  - (4) Community Nutrition Dietetics as a 2 year upper division baccalaureate, coordinated undergraduate program
  - (5) Biomedical Communications as a 1 to 2 year post-baccalaureate professional credential

A chart of the Administrative Organization as approved is on Page 84.

Chancellor LeMaistre was instructed to notify the Coordinating Board, Texas College and University System that the Board of Regents had formally approved the recommendations.

It was ordered that the next catalog published for the Houston Health Science Center conform to this action.

ADMINISTRATIVE ORGANIZATION  
 THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON  
 SCHOOL OF ALLIED HEALTH SCIENCES



- 84 -

4-28-75

September 1975

3301

5. San Antonio Health Science Center (San Antonio Dental School): Authorization to Seek Permission from Coordinating Board to Establish Postdoctoral Certificate Program in Pedodontics (Catalog Change). --Approval was given to seek permission from the Coordinating Board, Texas College and University System to establish a postdoctoral certificate program in pedodontics at the San Antonio Dental School of The University of Texas Health Science Center at San Antonio to be effective upon approval by the Coordinating Board.

Committee Chairman Nelson noted that the purpose of this two-year residency program is to prepare specialists for dental health care for the normal child as well as the handicapped or chronically ill child. It will prepare the student for eligibility to the Pedodontic Board. The facilities designated in the new Dental School for graduate teaching and those presently available in the Outpatient Dental Clinic at the Santa Rosa Medical Center will be used for this program. No State funds will be required, but the post-graduate program will be supported by funds from the Santa Rosa Medical Center which will supply stipends for the students as well as funds to operate the facilities. He further noted that there is a need for this program since there is an average of only 9 pedodontists graduating from existing programs in Texas each year.

If permission is granted by the Coordinating Board to establish this new program, the next catalog published by the San Antonio Dental School will be amended to so reflect.

6. San Antonio Health Science Center (San Antonio Dental School): Affiliation Agreement with Mission Road Foundation, San Antonio, Texas. --An affiliation agreement for the benefit of the San Antonio Dental School of The University of Texas Health Science Center at San Antonio between the Board of Regents of The University of Texas System and Mission Road Foundation, San Antonio, Texas, was approved as set out on Pages 86 - 87.

The Chairman of the Board of Regents was authorized to execute this agreement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration and the Assistant to the Chancellor for Health Affairs.

Committee Chairman Nelson noted that many mentally retarded have dental problems and that the Mission Road Foundation which operates a residential care facility for the mentally retarded will be used as a specialized dental clinical resource.



AFFILIATION AGREEMENT

THE STATE OF TEXAS    X  
COUNTY OF BEXAR        X

This AGREEMENT is executed on \_\_\_\_\_, 1975  
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on  
behalf of the University of Texas Dental School at San Antonio, hereinafter  
sometimes referred to as "Dental School" in this agreement, and the BOARD OF  
DIRECTORS MISSION ROAD FOUNDATION, hereinafter referred to as "Foundation"  
in this agreement.

## WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and  
advantage that the students of the Dental School be given the opportunity to  
utilize the foundation to practice dentistry for educational purposes under  
the direct supervision of the faculty of the Dental School:

NOW, THEREFORE, for and in consideration of the foregoing, and in  
consideration of the mutual benefits, the parties to this agreement agree  
as follows:

- (1) The foundation will permit students of the Dental School to practice  
dentistry under the direct supervision and responsibility of the faculty of  
the Dental School.
- (2) The number of students and the period of assignment at the foundation  
will be mutually agreed upon between the Dental School and the foundation at  
the beginning of each school term.
- (3) The Dental School will provide the foundation with the names of the  
students who are entitled to use the resources of the foundation under the  
terms of this agreement.
- (4) Representatives of the Dental School and the foundation shall meet  
as often as necessary to study the Dental program and terms of this agreement  
and make such suggestions and changes as are needed.
- (5) Dental School students will be subject to the rules and regulations  
established by the foundation for individual assignments:
  - (a) The foundation will charge the Dental School no fees for dental  
practice opportunity afforded students;

(b) Students will be responsible for their own transportation to and from the foundation;

(c) The foundation assumes no responsibility for the student's health needs while in the performance of this agreement.

(6) Only insofar as it is authorized by law to do so, the Dental School agrees to hold the foundation harmless from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting directly or indirectly from the use by the Dental School of the foundation, and agrees to reimburse the foundation for all reasonable expenses, including attorney's fees, incurred by the foundation in defending any such claim or claims.

(7) The Dental School agrees that members of its faculty will serve as consultants and on committees of the foundation when requested by the foundation.

(8) This agreement is for a term of one year, and thereafter from year to year unless terminated by either party upon giving six months advance written notice to the other party by certified mail.

EXECUTED on the day and year first above written.

ATTEST:

Secretary

ATTEST:

Secretary

Approved as to Form:

University Attorney

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

BY:

Chairman

BOARD OF DIRECTORS MISSION ROAD FOUNDATION

BY:

President

Approved as to Content:

Deputy Chancellor for Administration

Assistant to the Chancellor for Health Affairs

COMMITTEE OF THE WHOLE - OPEN SESSION  
(Pages 88-92)

Chairman Shivers presented the following Report of the Open Session of the Committee of the Whole. The report was adopted by unanimous vote:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENT TO SECTION 13, CHAPTER III (SUBMISSION OF TRAVEL VOUCHERS TO STATE COMPTROLLER). --Approval was given to amend Section 13, Chapter III of Part Two of the Regents' Rules and Regulations by deleting Subsection 13.412 in its entirety and substituting therefor the following:

- 13.412 In submitting travel vouchers for payment from funds in the State Treasury, component institutions should recognize the regulations of the State Comptroller with respect to travel expense accounts.

U. T. SYSTEM: PROPOSED AMENDMENT TO ROSTER OF DEPOSITORY BANKS DISAPPROVED. --Regent Bauerle recommended that the Roster of Depository Banks for The University of Texas System be amended by adding the Texas State Bank, San Antonio, Texas.

Regent Nelson moved, and it was duly seconded, that the amendment to the Roster of Depository Banks for The University of Texas System not be approved. After discussion, the motion prevailed with Regent Bauerle recorded as voting "No."

U. T. SYSTEM: PROPOSED MERGER WITH PAN AMERICAN UNIVERSITY. --Chairman Shivers reported that there are pending in the House of Representatives House Bill No. 2086 by Representative McDonald of Edinburg and in the Senate, Senate Bill No. 961 by Senator Longoria of Edinburg, authorizing the merger of Pan American University, Edinburg, Texas, into The University of Texas System. The Board of Regents of Pan American University has asked for the merger.

These bills provide for the transfer of authority for the control and management of Pan American University from the Board of Regents of Pan American University to the Board of Regents of The University of Texas System to be effective immediately after enactment.

Upon motion of Vice-Chairman Williams, seconded by Regents Nelson and (Mrs.) Johnson, it was

**RESOLVED**, That if the bills now pending are enacted, the Board of Regents of The University of Texas System will make the transition as orderly and as quickly as possible and do everything in its power to make Pan American University a great institution to benefit the students and to serve a growing need.

U. T. AUSTIN: RATIFICATION OF AGREEMENT WITH THE TEXAS STATE TEACHERS ASSOCIATION WITH REFERENCE TO USE OF MEMORIAL STADIUM. --Chairman Shivers reported that by SCR No. 53 the 64th Legislature requested the Board of Regents of The University of Texas System to permit the Texas State Teachers Association (approximately 50,000 members thereof) to use Texas Memorial Stadium at The University of Texas at Austin as a meeting place in Austin on Saturday, April 26, 1975.

Pursuant to SCR No. 53, an agreement between the Board of Regents of The University of Texas System and the Texas State Teachers Association was executed by Chairman Shivers after it had been approved as to form by a University attorney and as to substance by Chancellor LeMaistre. This agreement provides that the Texas State Teachers Association will pay for all cost resulting from the meeting including insurance, custodial care, security, and removal of any debris following the meeting.

Upon a motion duly made and seconded, the agreement was approved, ratified and in all things confirmed.

U. T. DALLAS: WAIVER OF REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTION 31. (14) TO ALLOW APPOINTMENT OF PROFESSOR ARAM GLORIG, DEAN OF HUMAN DEVELOPMENT. --Upon recommendation of President Jordan and Chancellor LeMaistre, the age limitation rule for administrative officers [Section 31. (14) of Chapter III of Part One of the Regents' Rules and Regulations] was waived to permit the appointment of Professor Aram Glorig, Dean of Human Development at The University of Texas at Dallas, effective immediately.

U. T. EL PASO: RATES FOR RESIDENCE HALLS FOR 1975 SUMMER SESSION. --Based on an extended study of increased costs and low occupancy in the dormitories of The University of Texas at El Paso, President Templeton recommended, System Administration concurred, and the Board of Regents approved an increase in the rate for room and board from \$172 to \$190 per six-week summer term effective with the 1975 Summer Session. *2148 - see 24178, Vol. 2009. Rev*

At U. T. El Paso there are only two dormitories in operation: Barry Hall (new men's dormitory) and Kelley Hall (new women's dormitory).

GALVESTON MEDICAL BRANCH (MARINE BIOMEDICAL INSTITUTE): RESOLUTION TO U. S. COAST GUARD WITH REGARD TO OFFICIAL NUMBER FOR VESSEL (ERIN LEDDY-JONES). --The following resolution was adopted with respect to the application for an official number for a scientific vessel named ERIN LEDDY-JONES and operated by the Marine Biomedical Institute of The University of Texas Medical Branch at Galveston:

#### RESOLUTION

WHEREAS, On November 19, 1974, The University of Texas Medical

Branch, Galveston, Texas, acting by and through its Director of Fiscal Affairs, John P. Porretto, made application for an official number for a scientific vessel named ERIN LEDDY-JONES and operated by the Marine Biomedical Institute; and

WHEREAS, The United States Coast Guard has requested that the execution of the application be ratified and approved by the Board of Regents and that a representative be designated to execute all documents required by the Coast Guard in connection with the operation of the ERIN LEDDY-JONES vessel; now, therefore, be it

RESOLVED by the Board of Regents of The University of Texas System, That the execution of the application to the United States Coast Guard for an official number for the vessel named ERIN LEDDY-JONES, dated November 19, 1974, be in all things hereby ratified, confirmed and approved; and, be it further

RESOLVED by the Board of Regents of The University of Texas System, That Vice-President V. E. Thompson of The University of Texas Medical Branch, Galveston, Texas, is hereby authorized to perform all acts necessary and to execute appropriate documents required by the United States Coast Guard relative to the operation of the vessel ERIN LEDDY-JONES but none of such acts shall result in the placing of any maritime or other lien against the vessel.

This the \_\_\_\_\_ day of \_\_\_\_\_, 1975.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

ATTEST:



Secretary

Chairman

ITEMS FOR THE RECORD: MEMBERSHIP OF DEVELOPMENT BOARD FOR (1) U. T. ARLINGTON AND (2) U. T. SAN ANTONIO. --For the record, there is set out below the membership of (1) the Development Board of The University of Texas at Arlington and (2) the Development Board of The University of Texas at San Antonio both of which have been previously approved as indicated:

1. U. T. Arlington - Development Board. --On July 19, 1974, membership was authorized for and nominees were designated to The University of Texas at Arlington Development Board. The membership reported for the record at the November 1, 1974, meeting of the Board included eight members who had responded favorably to Dr. Nedderman's contact. Since that date one additional nominee has accepted,

and at their initial meeting the members drew for terms. The complete initial membership and the terms of membership are herewith reported for the record:

	<u>Term Expires</u>
Mr. Lewis Bond, Fort Worth	1976
Dr. Malcolm K. Brachman, Dallas	1975
*Mr. Carlisle Cravens, Fort Worth	1976
Mr. Burl B. Hulse, Jr., Fort Worth	1975
Mr. Irby G. Metcalf, Jr., Fort Worth	1977
Mr. Marvin Stetler, Arlington	1975
Mr. Robert Thornton, Jr., Dallas	1977
Mr. Ernest J. Wilemon, Arlington	1976
Mr. Sam Woodson, Fort Worth	1977

16 Unfilled Terms

\*Not reported at November 1, 1974, meeting.

2. U. T. San Antonio - Development Board: Initial Membership. --The following who were appointed by the Board of Regents at its meeting on January 31, 1975, to the Development Board of The University of Texas at San Antonio have accepted their appointments as the initial members of this Development Board. The Development Board has met and the members have drawn for staggered terms as indicated in the following list:

	<u>Term Expires</u>
Mr. Glenn Biggs, San Antonio	1976
Dr. Roland K. Blumberg, Seguin	1976
Mrs. Lutch Brown, San Antonio	1977
Mr. Richard W. Calvert, San Antonio	1976
Mr. Hugh K. Foster, San Antonio	1977
Mr. Gordon N. George, San Antonio	1976
Mr. Houston H. Harte, San Antonio	1977
Mr. James H. Helland, San Antonio	1978
Mrs. B. K. Johnson, San Antonio and La Pryor	1977
Mr. Charles A. Kuper, Sr., San Antonio	1976
Mr. Quincy Lee, San Antonio	1976
Mrs. Dorothy Leonard, Kerrville	1978
Mr. Bernard L. Lifshutz, San Antonio	1977
Mrs. Walter W. McAllister, Jr., San Antonio	1978
General Robert F. McDermott, San Antonio	1977
Dr. Merton Minter, San Antonio	1977
Mr. Lewis J. Moorman, Jr., San Antonio	1976
Mrs. Alfred Negley, San Antonio	1978
Mr. Harold O'Kelly, San Antonio	1978
Mr. Jesse H. Oppenheimer, San Antonio	1978
Mr. Scott Petty, Jr., San Antonio	1976
Mr. C. Linden Sledge, San Antonio	1977
Mr. John T. Steen, San Antonio	1978
Mr. Curtis Vaughan, San Antonio	1978
Dr. Edward T. Ximenes, San Antonio	1978

RATIFICATION (AFFILIATION AGREEMENTS). --The following affiliation agreements were ratified:

U. T. Austin (College of Pharmacy): Affiliation Agreement with Austin State Hospital, Austin, Texas. --Based on the model agreement approved by the Board of Regents on September 8, 1971, an affiliation agreement between the Board of Regents of The University of Texas System on behalf of the College of Pharmacy of The University of Texas at Austin and the Austin State Hospital, Austin, Texas, was ratified. The Chairman of the Board of Regents was authorized to execute this agreement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration and the Assistant to the Chancellor for Health Affairs.

System Nursing School: Affiliation Agreement with Clinical Facility of St. Luke's Episcopal Hospital, Texas Children's Hospital and Texas Heart Institute. --Based on the model agreement for clinical training of nursing students, an affiliation agreement between the Board of Regents of The University of Texas System School of Nursing and the Clinical Facility composed of St. Luke's Episcopal Hospital, Texas Children Hospital and Texas Heart Institute was ratified. The Chairman of the Board of Regents was authorized to execute this agreement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor of Administration and the Assistant to the Chancellor for Health Affairs.

SPECIAL REGENTAL COMMITTEE: TO STUDY HOUSING AT U. T. PERMIAN BASIN. --Since housing at The University of Texas of the Permian Basin has been discussed in several instances, Chairman Shivers appointed the following Regental Committee to make a study of housing on the campus of U. T. Permian Basin:

Regent Clark, Chairman  
Regent Bauerle  
Regent (Mrs.) Johnson

SCHEDULED MEETINGS AND EVENTS. --The following schedule of meetings for the Board of Regents was adopted:

June 5, 1975, in Austin (previously scheduled for June 6, 1975)  
July 25, 1975, in San Antonio (This meeting will be coordinated with the dedication of the San Antonio Dental School Building.)  
September 12, 1975, in Austin (tentatively set - to be confirmed on June 5)

## COMMITTEE OF THE WHOLE - EXECUTIVE SESSION

Chairman Shivers reported that pursuant to Article 6252-17, Section 2(e), V. C. S., a personnel matter was discussed in Executive Session but it was referred to the Chancellor to bring to the Board at a later meeting.

## REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Vice-Chairman Williams (also Vice-Chairman of the Board for Lease of University Lands) reported that the Board for Lease of University Lands is planning a sale and the details of the sale will be reported at a later meeting.

## REPORTS OF SPECIAL COMMITTEES

U. T. AUSTIN - BRACKENRIDGE TRACT: SPECIAL COMMITTEE ON MATTERS RELATING TO BRACKENRIDGE TRACT. --Chairman Shivers reported that the Special Committee on Matters Relating to Brackenridge Tract is continuing its study relating to commercial leases and proposed exchange of ground lease with Lower Colorado River Authority, both of which involve the Brackenridge Tract.

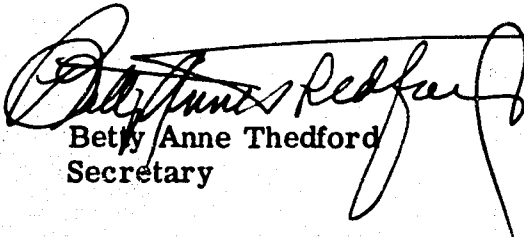
HOUSTON HEALTH SCIENCE CENTER (HOUSTON MEDICAL SCHOOL): JOINT CONFERENCE COMMITTEE OF BOARD OF REGENTS AND TRUSTEES OF HERMANN HOSPITAL ESTATE. --As a member of the Joint Conference Committee of the Board of Regents of The University of Texas System and the Trustees of the Hermann Hospital Estate, Regent Sterling had no report of the committee other than "Everything is progressing nicely."

## OTHER MATTERS

RECOGNITION OF STUDENT REPRESENTATIVES. --Chairman Shivers asked the Chief Administrative Officers to introduce student representatives from their respective institutions; however, all of the students had left the meeting except Mr. Don Wiley, Administrative Aid to Vice President of the Students' Association Lyn Breeland, of The University of Texas at Austin.

ADJOURNMENT. --There being no further business, the meeting was duly adjourned at 12:10 p. m.

May 2, 1975

  
Betty Anne Thedford  
Secretary